Baldwin County Commission



Baldwin County Commission Work Session Meeting Agenda

Tuesday, January 22, 2019 8:30 AM

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

District 1 – Commissioner James E. Ball District 2 – Commissioner Joe Davis, III District 3 – Commissioner Billie Jo Underwood District 4 – Commissioner Charles F. Gruber

Ronald J. Cink, County Administrator

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

WELCOME, INVOCATION AND PLEDGE OF ALLEGIANCE

A ELECTED OFFICIALS

B BUDGET/PURCHASING

B1	Competitive Bid #WG19-10 - Purchase of Four (4) New Police Responder Vehicles for the Baldwin County Sheriff's Office	<u>19-0465</u>
B2	Competitive Bid #WG19-13 - Provision of Police Vehicle Equipment (Brake Rotors/Pads) for the Baldwin County Commission	<u>19-0472</u>
В3	Competitive Bid #WG19-14 - Provision of Motorgrader Blades for the Baldwin County Commission	<u>19-0464</u>
B4	Competitive Bid #WG19-15 - Provision of Tree Removal and Disposal Services for the Baldwin County Commission	<u>19-0470</u>
B5	Competitive Bid #WG19-16 - Provision of Roadway Pipe for the Baldwin County Commission	<u>19-0543</u>
B6	Competitive Bid #WG19-22 - Provision of Uniforms for the Baldwin County Sheriff's Office and Corrections Center	<u>19-0540</u>
B7	Competitive Bid #WG19-23 - Provision of Off-Site Printing, Mailing and Automated Management of the Quarterly Statements/Late Notices for Baldwin County Solid Waste Collections	<u>19-0539</u>
B8	Competitive Bid #WG18-35 - Renovations of the Restrooms in the Baldwin County Satellite Courthouse Located in Foley, Alabama for the Baldwin County Commission	<u>19-0572</u>
B9	Baldwin County Soil and Water Conservation District - Fiscal Year 2018 Appropriation for the Watershed Coordinator Position	<u>19-0541</u>
С	HIGHWAY	
C1	City of Daphne - Corte Road and Austin Road Improvements - Fiscal Year 2017-2018 Budget Appropriation	<u>19-0567</u>
C2	Intergovernmental Service Agreement with the City of Fairhope for the Construction of a Roundabout at Twin Beach Road and County Road 13	<u>19-0562</u>

C3	Resolution #2019-040 and Intergovernmental Service Agreement with the City of Fairhope for the Maintenance of Portions of Kirkman Lane, Kirkman Lane North and Taylor Street	<u>19-0570</u>
D	FINANCE AND ACCOUNTING	
D1	Alabama Department of Revenue Reciprocal Agreement - Removal and Addition of Individuals	<u>19-0536</u>
Е	ENVIRONMENTAL MANAGEMENT (SOLID WASTE)	
E1	Baldwin County Commission Policy 7.4 - Solid Waste Landfill Tipping Fees and Commercial Account Late Fees	<u>19-0415</u>
E2	J.M. Wood Auction Company, Inc Equipment Auction List	<u> 19-0559</u>
E3	Mandatory Garbage Fees - Low Income Exemption Applications 2018	<u> 19-0555</u>
E4	Mandatory Garbage Fees - Social Security Exemption Applications 2018	<u>19-0552</u>
F	BUILDING INSPECTION	
G	PLANNING AND ZONING	
G1	Case No. Z-19003 - Gleaves Property Rezoning	<u>19-0537</u>
G2	Planning and Zoning Department Ordinances, Policies and Procedures	<u>19-0565</u>
н	BALDWIN REGIONAL AREA TRANSIT SYSTEM (BRATS)	
H1	Public Hearing for Fare and Service Changes for Baldwin Regional Area Transit System	<u>19-0425</u>
I .	COMMUNICATIONS/INFORMATION SYSTEMS (CIS)	
J	ARCHIVES AND HISTORY	
J1	Alabama 200 Bicentennial and Archives Public Outreach Events for 2019	<u>19-0538</u>
К	BUILDING MAINTENANCE	
L	COUNCIL ON AGING	
М	EMERGENCY MANAGEMENT AGENCY (EMA)	
M1	Creation of Fire Department Identification Cards	<u> 19-0556</u>

Ν	JUVENILE DETENTION	
0	PERSONNEL	
01	Sales, Use, and License Tax Department - Position Change	<u>19-0564</u>
Ρ	ANIMAL CONTROL	
Q	ADMINISTRATION	
Q1	Acceptance of a Donation - Original Painting by Mr. Dean Mosher of the 1813 Massacre at Fort Mims from the Baldwin County Legislative Delegation to the Baldwin County Commission	<u>19-0576</u>
Q2	Acknowledgment of Tax Abatement - The Fairhope Brewing Company, LLC	<u>19-0568</u>
Q3	Lillian Recreational Center, Inc. Lease Agreement	<u>19-0574</u>
Q4	Consideration for Rescheduling the Baldwin County Commission Regular Meeting in March 2019	<u>19-0558</u>
Q5	Counsel for the Baldwin County Commission (County Attorney) - Considerations Related to Contract for Services	<u>19-0262</u>
Q6	Baldwin County Deputy Coroners' Pay	<u>19-0566</u>
Q7	Discussion Regarding Salaries for Appointed Contract Employees - County Administrator, Personnel Director and Emergency Management Agency Director Positions	<u>19-0573</u>
Q8	Baldwin County Commission Policy #2.9 - Official and Employee County Owned Car Policy	<u>19-0561</u>
Q9	Purchase of Video Equipment for Central Annex Auditorium and Video Recording of Baldwin County Planning and Zoning Commission Meetings	<u>19-0571</u>
Q10	Creation of Baldwin County Commission Media Streaming Channel	<u> 19-0569</u>
R	ADDENDA	
S	PUBLIC COMMENT	
т	PRESS QUESTIONS	

U COMMISSIONER COMMENTS

V ADJOURNMENT



Agenda Action Form

File #: 19-0465, Version: 1

Item #: B1

Meeting Type: BCC Work Session
Meeting Date: 1/22/2019
Item Status: New
From: Wanda Gautney, Purchasing Director/Chief Deputy Anthony Lowery/ Steve Stewart, Coordinator
Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG19-10 - Purchase of Four (4) New Police Responder Vehicles for the Baldwin County Sheriff's Office

STAFF RECOMMENDATION

Award the bid to the lowest bidder, **Moyer Ford Sales, Inc.,** for the purchase of four (4) new Police Responder Vehicles for the Baldwin County Sheriff's Office as follows:

Make/Model: 2019 Ford F-150 Police Responder Amount Bid: $35,599.00 \times 4 = 142,396.00$ Delivery Time: 84-100 Days

BACKGROUND INFORMATION

Previous Commission action/date:

<u>12/03/2018 meeting</u>: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the purchase of four (4) new Police Responder Vehicles for the Baldwin County Sheriff's Office. 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

Background: Bids were opened in the Purchasing Conference Room on January 3, 2019, at 10:30 A.M. Three (3) bids were received. Recommend the Commission award to the lowest bidder, Moyer Ford Sales, Inc., for the purchase of four (4) new Police Responder Vehicles for the Baldwin County Sheriff's Office as per the attached Bid Tabulation.

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Total cost of recommendation: \$142,396.00

Budget line item(s) to be used: 52100.5550

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 02/05/2019

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

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

Additional instructions/notes: N/A

COMPETITIVE BID #WG19-10 BID TABULATION

Purchase of Four (4) New Police Responder Vehicles

BIDDER:	Moyer Ford Sales, Inc.			
Make/Model:	Ford F-150 Police Responder			
Amount Bid:	\$35,599.00 X 4 = \$142,396.00			
Delivery Time:	84-100 DAYS			
Exceptions: Order & delivery times are subject to change.				
Moyer has no control over Ford production timing.				

BIDDE	k:	Lonnie Cobb Ford, LLC	
Make/Mo	odel:	Ford F-150 Police Responder	
Amount	Bid:	\$36,529.00 X 4 = \$146,116.00	
Delivery	Time:	90 - 120 DAYS	
Note:		rent lead time is 12-14 weeks plus allow for Dealer Prep and Delivery	

BIDDER:	Long-Lewis River Region
Make/Model:	Ford F-150 Police Responder
Amount Bid:	\$36,084.38 X 4 = \$144,337.52
Delivery Time:	90 - 120 DAYS
Exceptions: None	



Agenda Action Form

File #: 19-0472, Version: 1

Item #: B2

Meeting Type: BCC Work Session Meeting Date: 1/22/2019 Item Status: New From: Wanda Gautney, Purchasing Director/Chief Anthony Lowery/Steve Stewart Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG19-13 - Provision of Police Vehicle Equipment (Brake Rotors/Pads) for the Baldwin County Commission

STAFF RECOMMENDATION

Take the following actions:

1) Approve the Purchasing Director to re-bid for the Provision of Police Vehicle Equipment (Brake Rotors/Pads); 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:

<u>12/18/18 meeting:</u> 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Police Vehicle Equipment (Brake Rotors/Pads) for the Baldwin County Commission; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

Background: Bids were set to open in the Purchasing Conference Room on January 7, 2019, at 1:30 P.M. No bids were received. Recommend the Commission authorize the Purchasing Director to rebid for the Provision of Police Vehicle Equipment (Brake Rotors/Pads).

FINANCIAL IMPACT

Total cost of recommendation: N/A

File #: 19-0472, Version: 1

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? $\ensuremath{\mathsf{N/A}}$

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: 02/05/2019

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 #WG19-13 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 unit shall be furnished.

Bidder shall give a Unit price as indicated on the Bid Response Form. The price shall include all applicable charges, destination charges, delivery charges, etc.

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

Award will be to the lowest responsible bidder meeting specifications. It is not the policy of the Baldwin County Commission to purchase on the basis of low bid only. Quality, conformity with specifications, purchase for which required, terms of delivery, finance package, resale value of equipment, and fast service and experience are among the factors that will be considered in determining the responsive bidder.

BID RESPONSE FORM:

Each supplier should use the Response Form provided for their bid. All warranties and exceptions are to be attached to the back of the Response Form. The bid Guarantee should be attached to the front of the Response Form. All exceptions must be listed and attached to the bid response form.

Prices bid shall be firm for a twelve (12) month period beginning on the day of the award. It is the County's intent to award the bid to one vendor.

WARRANTY:

Bidders shall submit a copy of the manufacturer's standard warranty along with a complete explanation of the warranty with their bid.

DELIVERY

Delivery shall be made within **thirty** (**30**) days after receipt of order. Lead time shall be designated on the Bid Response Form. Delivery shall be to the Baldwin County Sheriff's Department, 18126 County Road 54, Robertsdale, AL., 36567. Delivery shall be set up with Steve Stewart at (251) 331-7127.

2012 thru 2019 Chevrolet Police Tahoe and 2016 thru 2019 Ford Police Interceptor. Front Rotors: Factory OEM Equipment or equivalent

Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent

Rear Rotors: Factory OEM Equipment or Equivalent

Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent

BID #WG19-13 RESPONSE FORM

Provision of Police Vehicle Equipment (Brake Rotors/Pads)	
Page 1 of 2	

Date:
Out of State or If yes Yes No Registration Number
Company Name:
Address:
Company Rep
(Rep. Name Typed or Printed)
Position:
Phone:
Fax:
Email:
Financing through another agency beside yourself <u>yes</u> or <u>x</u> No
If yes, must attach a copy of the financing agreement and all conditions to this response from.
Financing Agency Authorized Signature

Brochures showing the equipment offered shall be attached to this Response Form. <u>All exceptions must be listed and attached to the bid response form</u>.

BID #WG19-13 RESPONSE FORM Provision of Sheriff's Office Vehicle Equipment (Brake Rotors/Pads) Page 2 of 2

Front Rotors: Factory OEM Equipment or equivalent

Model: ______each

Front Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: ______ each Model:

Rear Rotors: Factory OEM Equipment or Equivalent Model: Model: ______each

Rear Pads: Wagner Severe Duty for Police Pursuit Vehicles or equivalent Model: _____each Model:



Agenda Action Form

File #: 19-0464, Version: 1

Item #: B3

Meeting Type: BCC Work Session
Meeting Date: 1/22/2019
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 #WG19-14 - Provision of Motorgrader Blades for the Baldwin County Commission

STAFF RECOMMENDATION

Award the bid to the lowest bidder, **Thompson Tractor Company, Inc.**, as per the attached Award Listing for the Provision of Motorgrader Blades.

BACKGROUND INFORMATION

Previous Commission action/date:

<u>12/18/18 meeting</u>: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Motorgrader Blades; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

Background: Bids were opened in the Purchasing Conference Room on January 2, 2019, at 2:00 P.M. Four (4) bids were received. Recommend the Commission award the bid to the lowest bidder, Thompson Tractor Company, Inc., as per the attached Award Listing. Bid Tabulation attached for review.

FINANCIAL IMPACT

Total cost of recommendation: est \$5,000.00 per year

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 02/05/2019

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

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

Additional instructions/notes: N/A

COMPETITIVE BID #WG19-14 Award Listing Provision of Motorgrader Blades Effective Date: 02/05/2019 through 02/05/2020

BIDDER:	BIDDER: Thompson Tractor Company, Inc.			
Price per 6 ft. Bla	de: 5/8 " or 3/4" 6" width	\$40.12 5/8 thick	No Bid 3/4 thick	
Price per 6 ft. Bla	de: 5/8 " or 3/4" 8" width	\$56.45 5/8 thick	\$51.65 3/4 thick	
Price per 7 ft. Bla	de: 5/8" or 3/4" 6" width	\$47.70 5/8 thick	\$46.03 3/4 thick	
Price per 7 ft. Bla	de: 5/8" or 3/4" 8" width	\$66.18 5/8 thick	\$65.60 3/4 thick	

COMPETITIVE BID #WG19-14 Bid Tabulation Provision of Motorgrader Blades

BIDDER:	Tractor & Equipment	Co., Inc.	
Price per 6 ft. Blade	:5/8"or 3/4"6"width	\$51.46 5/8 thick	No Bid 3/4 thick
Price per 6 ft. Blade	:5/8"or 3/4"8"width	No Bid 5/8 thick	\$62.20 3/4 thick
Price per 7 ft. Blade	: 5/8" or 3/4" 6" width	\$85.40 5/8 thick	No Bid 3/4 thick
Price per 7 ft. Blade	: 5/8" or 3/4" 8" width	No Bid 5/8 thick	\$92.68 3/4 thick
-			

BIDDER:	Thompson Tractor Com	pany, Inc.	
Price per 6 ft. Blac	le: 5/8 " or 3/4" 6" width	\$40.12 5/8 thick	No Bid 3/4 thick
Price per 6 ft. Blac	le: 5/8 " or 3/4" 8" width	\$56.45 5/8 thick	\$51.65 3/4 thick
Price per 7 ft. Blac	le: 5/8" or 3/4" 6" width	\$47.70 5/8 thick	\$46.03 3/4 thick
Price per 7 ft. Blac	le: 5/8" or 3/4" 8" width	\$66.18 5/8 thick	\$65.60 3/4 thick

BIDDER:	Valk Manufacturing Compa	iny	
Price per 6 ft. Blade:	5/8 " or 3/4" 6" width	\$48.00 5/8 thick	\$60.00 3/4 thick
Price per 6 ft. Blade:	5/8 " or 3/4" 8" width	\$71.00 5/8 thick	\$85.00 3/4 thick
Price per 7 ft. Blade:	5/8" or 3/4" 6" width	\$56.00 5/8 thick	\$70.00 3/4 thick
Price per 7 ft. Blade:	5/8" or 3/4" 8" width	\$83.00 5/8 thick	\$99.80 3/4 thick

BIDDER: Winter B	quipment Company, Inc.		
Price per 6 ft. Blade: 5/8 " or 3/4	' 6" width \$4	44.37 5/8 thick	\$53.30 3/4 thick
Price per 6 ft. Blade: 5/8 " or 3/4	' 8" width 🛛 💲	75.30 5/8 thick	\$62.57 3/4 thick
Price per 7 ft. Blade: 5/8" or 3/4"	6" width \$	51.77 5/8 thick	\$62.18 3/4 thick
Price per 7 ft. Blade: 5/8" or 3/4"	8" width \$	73.00 5/8 thick	\$87.84 3/4 thick
Exceptions: Yes			

Exceptions:

Winter Equipment Company, Inc. exception of FOB Delivery Bay Minette, Silverhill, and Foley

Lead time is 35 days ARO rather than 30 calendar days.

A \$120 LTL Freight Charge applies to shipments under truckload weight to each location.

Minimum \$5,000 order value required for direct shipments.

Prices: Due to Steel tariffs, they can currently hold pricing for 3 months.



Agenda Action Form

File #: 19-0470, Version: 1

Item #: B4

Meeting Type: BCC Work Session
Meeting Date: 1/22/2019
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 #WG19-15 - Provision of Tree Removal and Disposal Services for the Baldwin County Commission

STAFF RECOMMENDATION

Award the bid to **Asplundh Tree Experts, LLC,** for the Provision of Tree Removal Services as per the attached Award Listing.

BACKGROUND INFORMATION

Previous Commission action/date:

<u>12/18/18 meeting:</u> 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Tree Removal & Disposal Services for the Baldwin County Commission. 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

Background: Bid was opened in the Purchasing Conference Room on January 4, 2019, at 1:30 P.M. One (1) bid was received. The bid was received from Asplundh Tree Experts, LLC. Recommend the Commission award the bid for Provision of Tree Removal & Disposal Services to, Asplundh Tree Experts, LLC, as per the attached Award Listing.

FINANCIAL IMPACT

Total cost of recommendation: Variable

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

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

File #: 19-0470, Version: 1

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents? $\ensuremath{\mathsf{N/A}}$

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: 02/05/2019

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

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

Additional instructions/notes: N/A

COMPETITIVE BID #WG19-15 Bid Award Provision of Tree Removal & Disposal Services - Award Listing February 5, 2019 through February 5, 2020

BIDDER: As	plundh Tree Expert Co.		
LABOR			
		Billing Rate per Hour	
		Straight Time	Overtime
Standard Crew Size		\$127.00	\$190.50
(1-Foreman, 1-Equip. Opertor, 1-	Trimmer)		
EQUIPMENT		Data Dan Hawa	
	scription	Rate Per Hour	
Aerial Lift Big Foot 4x4		\$32.15	
Aerial Lift 4x4		\$30.60	
Aerial Lift 2WD		\$20.45	
Chipper		\$6.50	
Pickup		\$13.28	
Loader Truck 2-ton w/grapple &	dump	\$48.50	
STRUMP GRINDING		Each	
6 in. Diameter to 11.99 in. Diame	eter	\$81.00	
12 in. Diameter to 23.99 in. Diam	neter	\$165.00	
24 in. Diameter to 47.99 in. Diam	neter	\$297.00	
48 in. Diameter and Greater		\$402.00	



Agenda Action Form

File #: 19-0543, Version: 1

Item #: B5

Meeting Type: BCC Work Session
Meeting Date: 1/22/2019
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 #WG19-16 - Provision of Roadway Pipe for the Baldwin County Commission

STAFF RECOMMENDATION

Award the bid for the Provision of Roadway Pipe to the lowest bidders, **Alabama Pipe & Supply Co.**, **Inc., Evans and Company, Inc., and Fortiline Waterworks,** as per the attached Award Listings.

BACKGROUND INFORMATION

Previous Commission action/date:

<u>12/18/18 meeting</u>: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the provision of roadway pipe; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

Background: Bids were opened in the Purchasing Conference Room on January 7, 2019, at 2:00 P.M. Six (6) bids were received. Award recommendations were to the lowest bidders on each category. Recommend the Commission award the bid as per the attached Award Listings for each category of headings for the Provision of Roadway Pipe. Bid Tabulations and Award Listings attached.

FINANCIAL IMPACT

Total cost of recommendation: Variable

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

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

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents? $\ensuremath{\mathsf{N/A}}$

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: 02/05/2019

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

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

Additional instructions/notes: N/A

COMPETITIVE BID #WG19-16 Award Listing Pipe, Concrete - Circular & Arch Effective Date: 02/05/2019 through 02/05/2020

	Delivered	Picked Up
Description	Alabama Pipe & Supply	Alabama Pipe & Supply
of Items	Amount	Amount
15" RCP C-3	\$13.40	\$13.20
15" BEVELED END SECTION		
18" RCP C-3	\$15.57	\$15.30
18" BEVELED END SECTION	\$48.37	\$48.00
21" RCP C-3	No Bid	
24" RCP C-3	\$21.54	\$21.25
24" BEVELED END SECTION	\$62.12	\$62.00
27" RCP C-3	No Bid	No Bid
30" RCP C-3	\$31.30	\$31.00
30" BEVELED END SECTION	No Bid	No Bid
36" RCP C-3	\$43.40	\$43.20
36" BEVELED END SECTION	No Bid	
42" RCP C-3	\$60.97	\$60.70
48" RCP C-3	\$81.61	\$81.40
54" RCP C-3	No Bid	No Bid
60" RCP C-3	\$122.53	\$122.00
66" RCP C-3	No Bid	and a second
72" RCP C-3	\$180.25	\$180.00
84" RCP C-3	No Bid	No Bid
96" RCP C-3	\$330.13	\$330.00
18"x11" RCP C-3 ARCH	\$19.89	\$19.50
18"X11" BES	\$57.00	the second se
22"X13" RCP C-3 ARCH	\$21.79	\$21.60
22"X13 BES	\$62.62	
29"X18" RCP C-3 ARCH	\$33.23	
29"x18" BES	\$65.25	\$65.00
36"x23" RCP C-3 ARCH	\$42.30	\$42.00
36"X23" BES	No Bid	
44"x27" RCP C-3 ARCH	\$57.72	and the second
44"X27" BES	No Bid	
51"x31" RCP C-3 ARCH	\$72.48	
58" X 36" RCP C-3 ARCH	\$94.56	\$94.25
65" X40" RCP C-3 ARCH	\$110.79	\$110.60
73"X45" RCP C-3 ARCH	\$138.89	\$138.70
88"X54" RCP C-3 ARCH	No Bid	No Bid

Competitive Bid #WG19-16 Award Listing Pipe - Corrugated Round & Arch Bituminous Coated (Metal) Corrugated Metal Culvert Pipe (2.66'') Effective Date: 02/05/2019 through 02/05/2020

BIDDERS:		Evans and (Company		
Corrugated Round and Arch Bituminous					
Coated (Metal)	Picked Up	Delivered			
6"	16	No Bid	No Bid		
8"	16	No Bid	No Bid		
10"	16	No Bid	No Bid		
12"	16	\$9.75	\$9.75		
15"	16	\$12.10	\$12.10		
18"	16	\$15.20	\$15.20		
21"	16	\$16.50	\$16.50		
24"	16	\$19.88	\$19.88		
30"	16	\$24.95	\$24.95		
36"	16	\$29.85	\$29.85		
42"	16	\$35.10	\$35.10		
48"	16	\$40.15	\$40.15		
15"	14	\$15.50	\$15.50		
18"	14	\$18.60	\$18.60		
21"	14	\$21.10	\$21.10		
24"	14	\$24.65	\$24.65		
30"	14	\$30.65	\$30.65		
36"	14	\$36.50	\$36.50		
42"	14	\$42.75	\$42.75		
48"	14	\$49.95	\$49.95		
54"	14	\$59.50	\$59.50		
21"	12	\$27.98	\$27.98		
24"	12	\$33.01	\$33.01		
30"	12	\$39.75	\$39.75		
36"	12	A CONTRACTOR OF A CONTRACTOR OFTA CONTRACTOR O	\$50.75		
42"	12	\$59.00	\$59.00		
48"	12	\$69.00	\$69.00		
54"	12	\$81.00	\$81.00		
60"	12	No Bid	No Bid		
66"	the second se		No Bid		
72"	12				
78"	12	\$174.90	\$174.90		
36"	10		And the second		
42"	10	\$77.25	\$77.25		

۲			
48"	10	\$89.90	\$89.90
54"	10	\$103.00	\$103.00
60"	10	\$110.00	\$110.00
66"	10	\$126.00	\$126.00
72"	10	\$139.75	\$139.75
78"	10	\$174.90	\$174.90
84"	10	\$195.00	\$195.00
90"	10	\$207.00	\$207.00
96"	10	\$217.00	\$217.00
		1	······································
48"	8	No Bid	No Bid
54"	8	No Bid	No Bid
60"	8	No Bid	No Bid
66"	8	No Bid	No Bid
72"	8	No Bid	No Bid
78"	8	No Bid	No Bid
84"	8	No Bid	No Bid
90"	8	No Bid	No Bid
96"	8	No Bid	No Bid
		Picked Up	Delivered
Size	Gago	FICKED OP	Denvered
17X13	Gage 16	\$13.55	\$13.55
21x15	16	\$16.25	\$16.25
21x13 24x18	16	\$21.45	\$21.45
24x18 28x20	16	\$21.45	\$21.45
	16	\$26.75	\$26.75
	16	\$20.75	\$31.95
42x29			\$39.95
49x33	16	\$39.95	\$46.00
57x38	16	\$46.00	\$40.00
		\$16.75	\$16.75
17X13	14		\$19.90
21x15	14	\$19.90 \$22.50	\$19.90
24x18	14		\$26.38
28x20	14	\$26.38 \$32.80	\$20.30
35x24			\$39.05
42x29	14		\$45.75
49x33	the second se		\$53.50
57x38	<u> </u>	\$53.50	
64x43	14	\$64.00	\$64.00
		<u> </u>	<u>¢00.05</u>
24x18			\$29.95
28x20	<u> </u>		\$35.40
35x24	12	\$42.50	the second se
	h		AC 4 C 4
42x29	the second se		
42x29 49x33		A commence of the second	

57x38	12	\$74.00	\$74.00
64x43	12	\$87.00	\$87.00
71x47	12	No Bid	No Bid
77x52	12	No Bid	No Bid
			. <u> </u>
42x29	10	\$74.10	\$74.10
49x33	10	\$82.75	\$82.75
57x38	10	\$96.20	\$96.20
64x43	10	\$110.25	\$110.25
71x47	10	\$118.00	\$118.00
77x52	10	\$135.00	\$135.00
83x57	10	\$149.50	\$149.50
57x 38	8	No Bid	No Bid
64x43	8	No Bid	No Bid
71x47	8	No Bid	No Bid
77x52	8	No Bid	No Bid
83x57	8	No Bid	No Bid
Corrugated Metal Culv	ert Pipe (5'	"X1" Corrug	ation)
		Picked Up	Delivered
Size "	Gage		
			<u> </u>
36	16	\$29.85	\$29.85
<u> </u>	16 16	\$29.85 \$35.10	\$29.85 \$35.10
and the second			
42	16	\$35.10	\$35.10
42 48	16 16	\$35.10 \$40.15	\$35.10 \$40.15
42 48 54	16 16 16	\$35.10 \$40.15 \$59.50	\$35.10 \$40.15 \$59.50
42 48 54 60	16 16 16 16	\$35.10 \$40.15 \$59.50 No Bid	\$35.10 \$40.15 \$59.50 No Bid
42 48 54 60 66	16 16 16 16 16	\$35.10 \$40.15 \$59.50 No Bid No Bid	\$35.10 \$40.15 \$59.50 No Bid No Bid
42 48 54 60 66 72	16 16 16 16 16 16	\$35.10 \$40.15 \$59.50 No Bid No Bid No Bid	\$35.10 \$40.15 \$59.50 No Bid No Bid No Bid
42 48 54 60 66 72 78	16 16 16 16 16 16 16	\$35.10 \$40.15 \$59.50 No Bid No Bid No Bid	\$35.10 \$40.15 \$59.50 No Bid No Bid No Bid No Bid
42 48 54 60 66 72 78 84	16 16 16 16 16 16 16 16	\$35.10 \$40.15 \$59.50 No Bid No Bid No Bid No Bid	\$35.10 \$40.15 \$59.50 No Bid No Bid No Bid No Bid No Bid
42 48 54 60 66 72 78 84	16 16 16 16 16 16 16 16	\$35.10 \$40.15 \$59.50 No Bid No Bid No Bid No Bid	\$35.10 \$40.15 \$59.50 No Bid No Bid No Bid No Bid No Bid No Bid
42 48 54 60 66 72 78 84 96	16 16 16 16 16 16 16 16 16	\$35.10 \$40.15 \$59.50 No Bid No Bid No Bid No Bid No Bid	\$35.10 \$40.15 \$59.50 No Bid No Bid No Bid No Bid No Bid \$36.50 \$42.75
42 48 54 60 66 72 78 84 96 36	16 16 16 16 16 16 16 16 16 16	\$35.10 \$40.15 \$59.50 No Bid No Bid No Bid No Bid No Bid No Bid	\$35.10 \$40.15 \$59.50 No Bid No Bid No Bid No Bid No Bid No Bid
42 48 54 60 66 72 78 84 96 36 42	16 16 16 16 16 16 16 16 16 16 14	\$35.10 \$40.15 \$59.50 No Bid No Bid No Bid No Bid No Bid \$36.50 \$42.75	\$35.10 \$40.15 \$59.50 No Bid No Bid No Bid No Bid No Bid \$36.50 \$42.75 \$49.95 \$59.50
42 48 54 60 66 72 78 84 96 36 42 48	16 16 16 16 16 16 16 16 16 16 14 14	\$35.10 \$40.15 \$59.50 No Bid No Bid No Bid No Bid No Bid No Bid \$36.50 \$42.75 \$49.95	\$35.10 \$40.15 \$59.50 No Bid No Bid No Bid No Bid No Bid S36.50 \$42.75 \$49.95
42 48 54 60 66 72 78 84 96 36 42 48 54	16 16 16 16 16 16 16 16 16 16 14 14 14	\$35.10 \$40.15 \$59.50 No Bid No Bid No Bid No Bid No Bid \$36.50 \$42.75 \$49.95 \$59.50	\$35.10 \$40.15 \$59.50 No Bid No Bid No Bid No Bid No Bid \$36.50 \$42.75 \$49.95 \$59.50
42 48 54 60 66 72 78 84 96 36 42 48 54 60	16 16 16 16 16 16 16 16 16 16 16 14 14 14	\$35.10 \$40.15 \$59.50 No Bid No Bid No Bid No Bid No Bid No Bid \$36.50 \$42.75 \$49.95 \$59.50 No Bid	\$35.10 \$40.15 \$59.50 No Bid No Bid No Bid No Bid No Bid No Bid \$36.50 \$42.75 \$49.95 \$59.50 No Bid
42 48 54 60 66 72 78 84 96 36 42 48 54 60 66	16 16 16 16 16 16 16 16 16 16 16 14 14 14 14 14	\$35.10 \$40.15 \$59.50 No Bid No Bid No Bid No Bid No Bid \$36.50 \$42.75 \$49.95 \$59.50 No Bid No Bid	\$35.10 \$40.15 \$59.50 No Bid No Bid No Bid No Bid No Bid \$36.50 \$42.75 \$49.95 \$59.50 No Bid No Bid
42 48 54 60 66 72 78 84 96 36 42 48 54 60 66 72	16 16 16 16 16 16 16 16 16 16 16 14 14 14 14 14 14	\$35.10 \$40.15 \$59.50 No Bid No Bid No Bid No Bid No Bid \$36.50 \$42.75 \$49.95 \$59.50 No Bid No Bid No Bid	\$35.10 \$40.15 \$59.50 No Bid No Bid No Bid No Bid No Bid \$36.50 \$42.75 \$49.95 \$59.50 No Bid No Bid No Bid
42 48 54 60 66 72 78 84 96 36 42 48 54 60 60 66 72 78	16 16 16 16 16 16 16 16 16 16 16 14 14 14 14 14 14 14	\$35.10 \$40.15 \$59.50 No Bid No Bid No Bid No Bid No Bid \$36.50 \$42.75 \$49.95 \$59.50 No Bid No Bid No Bid No Bid	\$35.10 \$40.15 \$59.50 No Bid No Bid No Bid No Bid No Bid \$36.50 \$42.75 \$49.95 \$59.50 No Bid No Bid No Bid No Bid
42 48 54 60 66 72 78 84 96 36 42 48 54 60 60 66 72 72 78 84	16 16 16 16 16 16 16 16 16 16 16 16 14 14 14 14 14 14 14	\$35.10 \$40.15 \$59.50 No Bid No Bid No Bid No Bid No Bid \$36.50 \$42.75 \$49.95 \$59.50 No Bid No Bid No Bid No Bid No Bid	\$35.10 \$40.15 \$59.50 No Bid No Bid No Bid No Bid No Bid No Bid \$36.50 \$42.75 \$49.95 \$59.50 No Bid No Bid No Bid No Bid No Bid
42 48 54 60 66 72 78 84 96 36 42 48 54 60 60 66 72 78 84 90	16 16 16 16 16 16 16 16 16 16 16 14 14 14 14 14 14 14 14 14	\$35.10 \$40.15 \$59.50 No Bid No Bid No Bid No Bid No Bid \$36.50 \$42.75 \$49.95 \$59.50 No Bid No Bid No Bid No Bid No Bid No Bid	\$35.10 \$40.15 \$59.50 No Bid No Bid No Bid No Bid No Bid \$36.50 \$42.75 \$49.95 \$59.50 No Bid No Bid No Bid No Bid No Bid No Bid
42 48 54 60 66 72 78 84 96 36 42 48 54 60 60 66 72 78 84 90	16 16 16 16 16 16 16 16 16 16 16 14 14 14 14 14 14 14 14 14	\$35.10 \$40.15 \$59.50 No Bid No Bid No Bid No Bid No Bid \$36.50 \$42.75 \$49.95 \$59.50 No Bid No Bid No Bid No Bid No Bid No Bid	\$35.10 \$40.15 \$59.50 No Bid No Bid No Bid No Bid No Bid \$36.50 \$42.75 \$49.95 \$59.50 No Bid No Bid No Bid No Bid No Bid No Bid

42	12	\$59.00	\$59.00
48	12	\$68.00	\$68.00
54	12	\$80.00	\$80.00
60	12	\$110.00	\$110.00
66	12	No Bid	No Bid
72	12	\$130.00	\$130.00
78	12	No Bid	No Bid
84	12	No Bid	No Bid
90	12	No Bid	No Bid
96	12	No Bid	No Bid
102	12	\$210.00	\$210.00
108	12	\$212.00	\$212.00
114	12	No Bid	No Bid
120	12	No Bid	No Bid
48	10	\$89.90	\$89.90
54	10	\$103.00	\$103.00
60	10	\$110.00	\$110.00
66	10	\$126.00	\$126.00
72	10	\$139.75	\$139.75
78	10	\$174.90	\$174.90
84	10	\$195.00	\$195.00
90	10	\$207.00	\$207.00
96	10	\$217.00	\$217.00
102	10	\$220.00	\$220.00
108	10	\$235.00	\$235.00
114	10	\$240.00	\$240.00
120	10	\$276.00	\$276.00
126	10	No Bid	No Bid
132	10	No Bid	No Bid
138	10	No Bid	No Bid
144	10	No Bid	No Bid
60	8	No Bid	No Bid
66	8	No Bid	No Bid
72	8	No Bid	No Bid
78	8	No Bid	No Bid
84	8	No Bid	No Bid
90	8	No Bid	No Bid
96	8	No Bid	No Bid
102	8	No Bid	No Bid
108	8	No Bid	No Bid
114	8	No Bid	No Bid
120	8	No Bid	No Bid
		t an	

Corrugated Metal Culvert Pipe (5"X1" Corrugation)

			Picked Up	Delivered
Size "		Gage		······································
	40x31	16	\$31.95	\$31.95
	46x36	16	\$39.95	\$39.95
	53x41	16	\$46.00	\$46.00
	60x46	16	\$64.00	\$64.00
	66x51	16	\$87.00	\$87.00
	73x55	16	\$120.00	\$120.00
	81x59	16	\$129.50	\$129.50
<u></u>	87x63	16	\$130.00	\$130.00
	95x64	16	\$135.00	\$135.00
	103x71	16	\$143.00	\$143.00
·····	112x75	16	\$180.00	\$180.00
	<u>.</u> .			<u></u>
• • • • • • • • • • • • • • • • • • • •	40x31	14	\$36.75	\$36.75
	46x36	14	\$45.80	\$45.80
	53x41	14	\$49.75	\$49.75
	60x46	14	\$59.38	\$59.38
	66x51	14	\$65.00	\$65.00
· · · · · · · · · · · · · · · · · · ·	73x55	14	\$70.25	\$70.25
	81x59	14	\$65.01	\$65.01
<u></u>	87x63	14	\$79.50	\$79.50
	95x67	14	\$85.50	\$85.50
****	103x71	14	\$97.75	\$97.75
	112x75	14	\$144.00	\$144.00
	53x41	12	\$63.00	\$63.00
	60x46	12	\$74.00	\$74.00
***************************************	66x51	12	\$87.00	\$87.00
	73x55	12	\$130.00	\$130.00
an a	81x59	12	\$135.00	\$135.00
	87x63	12	\$142.70	\$142.70
	95x67	12	\$161.00	\$161.00
	103x71	12	\$170.50	\$170.50
	112x75	12	\$171.00	\$171.00
	117x79	12	\$179.00	\$179.00
	128x83	12	\$186.00	\$186.00
	137x87	12	\$197.00	\$197.00
	142x91	12	\$250.00	\$250.00
,	Size "			
	81x59	10	\$154.00	\$154.00
	87x63	10	\$174.95	\$174.95
	95x67	10	\$180.00	\$180.00
	103x71	10	\$196.00	\$196.00

112x75	10	\$206.65	\$206.65
117x79	10	\$210.00	\$210.00
128x83	10	\$218.00	\$218.00
137x87	10	\$263.00	\$263.00
142x91	10	\$292.00	\$292.00
66x51	8	No Bid	No Bid
73x55	8	No Bid	No Bid
81x59	8	No Bid	No Bid
87x63	8	No Bid	No Bid
95x64	8	No Bid	No Bid
103x71	8	No Bid	No Bid
112x75	8	No Bid	No Bid
117x79	8	No Bid	No Bid
128x83	8	No Bid	No Bid
137x87	8	No Bid	No Bid
142x91	8	No Bid	No Bid

Supply Locations:

Evans and Company - Mobile, AL

Competitive Bid # WG19-16 Award Listing Provision of High Density Polyethylene Corrugated Pipe Effective Date: 02/05/2019 through 02/05/2020

BIDDER:		Fortiline Water Works	
		Picked Up	Delivered
High Density Polyethylene C	orrugated Pipe		
Diameter	Gage	Amount	Amount
4"		\$0.98	\$0.98
6"		\$2.17	\$2.17
8"		\$3.00	\$3.00
10"		\$3.98	\$3.98
12"		\$4.87	\$4.87
15"		\$6.25	\$6.25
18"		\$7.71	\$7.71
24"		\$13.11	\$13.11
30"		\$18.85	\$18.85
36"		\$24.98	\$24.98
42"		\$32.97	\$32.97
48"		\$41.30	\$41.30

Fortiline Waterworks 104 Investment Lane Summerdale, AL 36580 PH: 251-945-1177 Contact: R. Scott McGowan

Competitive Bid #Wg19-16 Award Listing Provision of High Performance Polypropylene Pipe (PP) Effective Date: 02/05/2019 through 02/05/2020

BIDDER:		Fortiline Water Works	
		Picked Up	Delivered
High Density Polyethylene Co	rrugated Pipe		
Diameter	Gage	Amount	Amount
12"		\$6.43	\$6.43
15"		\$7.25	\$7.25
18"		\$9.78	\$9.78
24"		\$17.05	\$17.05
30"		\$27.00	\$27.00
36"		\$29.67	\$29.67
42"		\$36.15	\$36.15
48"		\$50.00	\$50.00
60"		\$80.32	\$80.32

Fortiline Waterworks 104 Investment Lane Summerdale, AL 36580 PH: 251-945-1177 Contact: R. Scott McGowan

Competitive Bid #Wg19-16 Award Listing Provision of High Performance Polypropylene Pipe (PP) Effective Date: 02/05/2019 through 02/05/2020

BIDDER:	Fortiline Water Works			
		Picked Up	Delivered	
High Density Polyethylene Co	orrugated Pipe			
Diameter	Gage	Amount	Amount	
12"		\$6.43	\$6.43	
15"		\$7.25	\$7.25	
18"		\$9.78	\$9.78	
24"		\$17.05	\$17.05	
30"		\$27.00	\$27.00	
36"		\$29.67	\$29.67	
42"		\$36.15	\$36.15	
48"		\$50.00	\$50.00	
60"		\$80.32	\$80.32	

Fortiline Waterworks 104 Investment Lane Summerdale, AL 36580 PH: 251-945-1177 Contact: R. Scott McGowan

Competitive Bid #WG19-16 Bid Tabulation Pipe - Corrugated Round & Arch Bituminous Coated (Metal) Corrugated Metal Culvert Pipe (2.66")

BIDDERS:			d Company Core and Main			Fortline Wa	ter Works	Construction Materi		
rrugated Round an	d Arch Bitum	inous			anna an tao Guinean an tao					
Coated (Metal)		Picked Up	Delivered	Picked Up	Delivered	Picked Up	Delivered	Diskad	Dull	
6"	16	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid		Deliver	
8"	16	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No	
10"	16	No Bid	No Bid	No Bid	No Bid	No Bid		No Bid	No	
12"	16	\$9.75	\$9.75	No Bid	No Bid	No Bid	No Bid	No Bid	No	
15"	16	\$12.10	\$12.10	No Bid	No Bid		No Bid	No Bid	Nol	
18"	16	\$15.20	\$15.20	No Bid	No Bid	No Bid	No Bid	No Bid	No I	
21"	16	\$16.50	\$16.50	No Bid		No Bid	No Bid	No Bid	No	
24"	16	\$19.88	\$19.88	No Bid	No Bid	No Bid	No Bid	No Bid	No	
30"	16	\$24.95	\$24.95	No Bid	No Bid	No Bid	No Bid	No Bid	Nol	
36"	16	\$29.85	\$29.85	No Bid	No Bid	No Bid	No Bid	No Bid	No	
42"	16	\$35.10	\$35.10	No Bid	No Bid	No Bid	No Bid	No Bid	No	
48"	16	\$40.15	\$40.15		No Bid	No Bid	No Bid	No Bid	Nol	
	10	φ-τ0.13		No Bid	No Bid	No Bid	No Bid	No Bid	No I	
15"	14	\$15.50	\$15.50	No Did						
18"	14	\$18.60		No Bid	No Bid	No Bid	No Bid	No Bid	No E	
21"	14	\$10.00	\$18.60	No Bid	No Bid	No Bid	No Bid	No Bid	No E	
24"	14	\$24.65	\$21.10	No Bid	No Bid	No Bid	No Bid	No Bid	No E	
30"	14	\$24.65	\$24.65	No Bid	No Bid	No Bid	No Bid	No Bid	No E	
36"	14	and the second se	\$30.65	No Bid	No Bid	No Bid	No Bid	No Bid	No E	
42"	and a second	\$36.50	\$36.50	No Bid	No Bid	No Bid	No Bid	No Bid	No E	
42	14	\$42.75	\$42.75	No Bid	No Bid	No Bid	No Bid	No Bid	No E	
54"	14	\$49.95	\$49.95	No Bid	No Bid	No Bid	No Bid	No Bid	No E	
	14	\$59.50	\$59.50	No Bid	No Bid	No Bid	No Bid	No Bid	No E	
21"										
21"	12	\$27.98	\$27.98	No Bid	No Bid	No Bid	No Bid	No Bid	No E	
	12	\$33.01	\$33.01	No Bid	No Bid	No Bid	No Bid	No Bid	No E	
30"	12	\$39.75	\$39.75	No Bid	No Bid	No Bid	No Bid	No Bid	No E	
36"	12	\$50.75	\$50.75	No Bid	No Bid	No Bid	No Bid	No Bid	No E	
42"	12	\$59.00	\$59.00	No Bid	No Bid	No Bid	No Bid	No Bid	No E	
48"	12	\$69.00	\$69.00	No Bid	No Bid	No Bid	No Bid	No Bid	No B	
54"	12	\$81.00	\$81.00	No Bid	No Bid	No Bid	No Bid	No Bid	No E	
60"	12	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No B	
66"	12	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No B	
72"	12	\$139.75	\$139.75	No Bid	No Bid	No Bid	No Bid	No Bid	No B	
78"	12	\$174.90	\$174.90	No Bid	No Bid	No Bid	No Bid	No Bid	No B	
								NO DIU	NU B	
36"	10	\$69.25	\$69.25	No Bid	No Bid	No Bid	No Bid	No Bid	No D	
42"	10	\$77.25	\$77.25	No Bid	No Bid	No Bid	No Bid	No Bid	No B	
48"	10	\$89.90	\$89.90	No Bid	No Bid	No Bid	No Bid	the second se	No B	
54"	10	\$103.00	\$103.00	No Bid	No Bid	No Bid	No Bid	No Bid	No B	
60"	10	\$110.00	\$110.00	No Bid	No Bid	No Bid	No Bid	No Bid	No B	
66"	10	\$126.00	\$126.00	No Bid	No Bid	No Bid	the second se	No Bid	No B	
72"	10	\$139.75	\$139.75	No Bid	No Bid	No Bid	No Bid	No Bid	No B	
78"	10	\$174.90	\$174.90	No Bid	No Bid		No Bid	No Bid	No B	
84"	10	\$195.00	\$195.00	No Bid	No Bid	No Bid	No Bid	No Bid	No B	
90"	10	\$207.00	\$207.00	No Bid		No Bid	No Bid	No Bid	No Bi	
96"	10	\$217.00	\$217.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bi	
		+=11.00	φ217.00		No Bid	No Bid	No Bid	No Bid	No Bi	
48"	8	No Bid	No Bid	No Did	Ne Di I					
54"	8	No Bid		No Bid	No Bid	No Bid	No Bid	No Bid	No Bi	
60"	8	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bi	
66"	8	and the second se	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bi	
72"	8	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bi	
78"		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bi	
84"	8	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bio	
04	8	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bio	

	90"		0 11 51							
	90"		8 No Bio					d No Bio	No Bi	d No Bio
			8 No Bio	No Bid	No Bi	d No B	id No Bi			
			Picked Up	- D.II						
•	Size	Gag		Delivered	Picked U	p Delivere	d Picked U	p Delivered	Picked Up	Delivered
	17X13			040 FF						
	21x15	1							No Bio	No Bid
	24x18	10				The second se				
	28x20	10								
	35x24	10						d No Bid		
	42x29	10						d No Bid		
	49x33				No Bi				No Bio	
	57x38	16			No Bi				No Bio	
	01,000	16	\$46.00	\$46.00	No Bi	l No Bi	d No Bio		No Bio	
	17X13	4.4	010 75			-				
	21x15	14			No Bio		d No Bio	No Bid	No Bid	No Bid
	24x18	14		1	No Bio		d No Bio		No Bid	
	24×10 28×20	14		\$22.50	No Bio		d No Bio		No Bid	
	35x24	14		\$26.38	No Bio		d No Bio		No Bid	No Bid
	42x29	14		\$32.80	No Bio		d No Bid		No Bid	
· · · · · · · · · · · · · · · · · · ·	42x29 49x33	14		\$39.05	No Bio				No Bid	No Bid
	57x38	14		\$45.75	No Bio		No Bid		No Bid	No Bid
		14		\$53.50	No Bio		No Bid		No Bid	No Bid
	64x43	14	\$64.00	\$64.00	No Bio	No Bio			No Bid	No Bid
	24x18	4.4	-							
	24x18 28x20	12		\$29.95	No Bid			No Bid	No Bid	No Bid
	35x24	12		\$35.40	No Bid		No Bid		No Bid	No Bid
	42x29	12		\$42.50	No Bid		No Bid	No Bid	No Bid	No Bid
	49x33	12	\$54.50	\$54.50	No Bid		No Bid		No Bid	No Bid
	57x38	12	\$63.00	\$63.00	No Bid	No Bio		No Bid	No Bid	No Bid
	64x43	12	\$74.00	\$74.00	No Bid	No Bio		No Bid	No Bid	No Bid
	71x47	12	\$87.00	\$87.00	No Bid	No Bid		No Bid	No Bid	No Bid
	77x52	12	No Bid	No Bid	No Bid	No Bid		No Bid	No Bid	No Bid
	11252	12	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	42x29									NO DIO
	42x29 49x33	10	\$74.10	\$74.10	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
		10	\$82.75	\$82.75	No Bid	No Bid		No Bid	No Bid	No Bid
	57x38 64x43	10	\$96.20	\$96.20	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
		10	\$110.25	\$110.25	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	71x47 77x52	10	\$118.00	\$118.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	83x57	10	\$135.00	\$135.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	03237	10	\$149.50	\$149.50	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	57x 38								TTO DIG	NO DIQ
	The second se	8	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	64x43 71x47	8	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	71x47 77x52	8	No Bid	No Bid	No Bid	No Bid		No Bid	No Bid	No Bid
	83x57	8	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	03257	8	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Corrugated	Motal Cul	ort Ding (Fil	VAILO							
Jonugaleu	metal CUI		X1" Corruga							
	Size "		Picked Up	Delivered P	icked Up	Delivered	Picked Up	Delivered F	Picked I In	Delivered
		Gage							ionou op	Delivered
	36	16	\$29.85	\$29.85	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	42	16	\$35.10	\$35.10	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	48	16	\$40.15	\$40.15	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
		16	\$59.50	\$59.50	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	60	16	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	66	16	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	72	16	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	78	16	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	84	16	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	96	16	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	the second s
										No Bid
	36	14	\$36.50	\$36.50	No Bid					

	40								
		14 \$42.7				id No Bi	d No B	id No Bi	id No E
		14 \$49.9				id No Bi			
		14 \$59.5			d No B	id No Bi			
		14 No Bi			d No B	id No Bi			
Hard Constant on the second		14 No Bi			d No B				
	and the second s	14 No Bi				id No Bi			
	the second se	14 No Bi	id No Bi	d No Bi	d No B		1997 - 1998 - 1998 - 1998 - 1998 - 1998 - 1998 - 1998 - 1998 - 1998 - 1998 - 1998 - 1998 - 1998 - 1998 - 1998 -		
		14 No Bi	id No Bi						
		14 No Bi	d No Bi						
	96 1	4 No Bi	d No Bi						
		_			110 0			d No Bi	d No B
	36 1	2 \$50.7	5 \$50.7	5 No Bio	No Bi	d No Bio	No Di		
	42 1	2 \$59.0							
		2 \$68.0							
		2 \$80.0							
		2 \$110.00							
		2 No Bi							
		2 \$130.00					-		
		2 No Bio					-		No B
									No B
	96 1								
	02 1								
			_				No Bio		
						No Bid	No Bio		
	20 1:	2 No Bio	No Bid	No Bid	No Bio	No Bid	No Bio		
	18 11				No Bio	No Bid	No Bio	No Bid	No B
	54 10			No Bid	No Bio				
	50 10			No Bid	No Bio		No Bid		
	56 10		\$126.00	No Bid	No Bio		No Bid		
	2 10		\$139.75	No Bid	No Bio		No Bid		No Bi
	78 10			No Bid			No Bid	No Bid	
	4 10		\$195.00				No Bid	No Bid	
	10 10	\$207.00	\$207.00		No Bio		No Bid	No Bid	
	6 10	\$217.00		No Bid	No Bio		No Bid		
10	2 10	\$220.00	\$220.00	No Bid	No Bid		No Bid	No Bid	No Bi
10	8 10	\$235.00		No Bid	No Bid			No Bid	No Bi
11	4 10						No Bid	No Bid	No Bi
12	0 10				No Bid		No Bid	No Bid	No Bi
12	6 10			No Bid	No Bid		No Bid	No Bid	No Bi
13				No Bid	No Bid		No Bid	No Bid	No Bi
13				No Bid		No Bid	No Bid	No Bid	No Bi
14					No Bid	No Bid	No Bid	No Bid	No Bi
	10			No Bid	No Bid	No Bid	No Bid	No Bid	No Bi
6	0 8	No Bid	No Did	No Di I	M. DO				
6			No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bi
7	-			No Bid	No Bid	No Bid	No Bid	No Bid	No Bi
7	-		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bi
8			No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bi
9			No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bi
9			No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bio
			No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bio
10:	-		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bio
10			No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bio
11/			No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bio
120	8	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bio
annual 1									INU DI
orrugated Metal C	ulvert Pipe (5		ation)						
		Picked Up	Delivered	Picked Up	Delivered	Picked Up	Delivered	Dicked U.	Dallar
lize "	Gage					. ionou op	Denvered	r ickeu Up	Delivered
40x31	16	\$31.95	\$31.95	No Bid	No Bid	No Bid	No Dia	NI- DU	
46x36	16	\$39.95	\$39.95	the second se			No Bid	No Bid	No Bid
	101	Q00.001	209 901	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

the second s		100 million 100							
60x46	16	\$64.00	\$64.00	No Bid	No Bid	No Bid	No Bid	No Did	Ne Di
66x51	16	\$87.00	\$87.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bio
73x55	16	\$120.00	\$120.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bio
81x59	16	\$129.50	\$129.50	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
87x63	16	\$130.00	\$130.00	No Bid	No Bid	No Bid		No Bid	No Bid
95x64	16	\$135.00	\$135.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
103x71	16	\$143.00	\$143.00	No Bid	No Bid	the second s	No Bid	No Bid	No Bid
112x75	16	\$180.00	\$180.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
				NO DIU	NO BIU	No Bid	No Bid	No Bid	No Bid
40x31	14	\$36.75	\$36.75	No Bid	No Bid	Ne Did			
46x36	14	\$45.80	\$45.80	No Bid		No Bid	No Bid	No Bid	No Bid
53x41	14	\$49.75	\$49.75	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
60x46	14	\$59.38	\$59.38	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
66x51	14	\$65.00	\$65.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
73x55	14	\$70.25	\$70.25		No Bid	No Bid	No Bid	No Bid	No Bid
81x59	14	\$65.01	\$65.01	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
87x63	14	\$79.50		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
95x67	14	\$85.50	\$79.50	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
103x71	14	\$97.75	\$85.50	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
112x75	14		\$97.75	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
112470	14	\$144.00	\$144.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
53x41	40	000.00							
60x46	12	\$63.00	\$63.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
66x51	12	\$74.00	\$74.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	12	\$87.00	\$87.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
73x55	12	\$130.00	\$130.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
81x59	12	\$135.00	\$135.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
87x63	12	\$142.70	\$142.70	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
95x67	12	\$161.00	\$161.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
103x71	12	\$170.50	\$170.50	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
112x75	12	\$171.00	\$171.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
117x79	12	\$179.00	\$179.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
128x83	12	\$186.00	\$186.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
137x87	12	\$197.00	\$197.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
142x91	12	\$250.00	\$250.00	No Bid	No Bid	No Bid	No Bid	No Bid	
								NO DIU	No Bid
Size "									
81x59	10	\$154.00	\$154.00	No Bid	No Bid	No Bid	No Bid	No Bid	Ne Did
87x63	10	\$174.95	\$174.95	No Bid	No Bid	No Bid	No Bid		No Bid
95x67	10	\$180.00	\$180.00	No Bid	No Bid	No Bid	No Bid	No Bid No Bid	No Bid
103x71	10	\$196.00	\$196.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
112x75	10	\$206.65	\$206.65	No Bid	No Bid	No Bid	No Bid		No Bid
117x79	10	\$210.00	\$210.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
128x83	10	\$218.00	\$218.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
137x87	10	\$263.00	\$263.00	No Bid	No Bid	No Bid		No Bid	No Bid
142x91	10	\$292.00	\$292.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	-				NO DIU	NO BIU	No Bid	No Bid	No Bid
66x51	8	No Bid	No Bid	No Bid	No Bid	No Did			
73x55	8	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
81x59	8	No Bid	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid
87x63	8	No Bid	No Bid	the second se	No Bid	No Bid	No Bid	No Bid	No Bid
95x64	8	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
103x71	8	No Bid		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
112x75	8	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
117x79	8	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
128x83	8	and the second se	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	and the second se	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
137x87							and the second sec		
137x87 142x91	8	No Bid No Bid	No Bid	No Bid No Bid	No Bid No Bid	No Bid No Bid	No Bid	No Bid	No Bid

Supply Locations:

Evans and Company - Mobile, AL
COMPETITIVE BID #WG19-16 Bid Tabulation Pipe, Concrete - Circular & Arch

Description	Delivered/Picked Up Core and Main		Delivered	Picked Up	Delivered/Picked Up	Delivered/Picked Up
of Items	Amount	Consturction Materials	Alabama Pipe & Supply	Alabama Pipe & Supply	EVANS and Company	Fortiline Water Works
15" RCP C-3	and the state of the	Amount	Amount	Amount	Amount	
5" BEVELED END SECTION	No Bid	nto bla	\$13.40	\$13.20	No Bid	Amount
18" RCP C-3	No Bid	No Bid	φ10.20	\$46.00	No Bid	No B
8" BEVELED END SECTION	No Bid	No Bid	\$15.57	\$15.30	No Bid	No B
21" RCP C-3	110 010	No Bid	\$48.37	\$48.00	No Bid	No B
24" RCP C-3	No Bid	No Bid	No Bid	No Bid	No Bid	No B
4" BEVELED END SECTION	No Bid	No Bid	\$21.54	\$21.25	No Bid	No B
27" RCP C-3	No Bid	No Bid	\$62.12	\$62.00	No Bid	No B
30" RCP C-3	No Bid	No Bid	No Bid	No Bid	No Bid	No B
0" BEVELED END SECTION	No Bid	No Bid	\$31.30	\$31.00	No Bid	No Bi
36" RCP C-3	No Bid	No Bid	No Bid	No Bid	No Bid	No Bi
6" BEVELED END SECTION	No Bid	No Bid	\$43.40	\$43.20	No Bid	No B
42" RCP C-3	No Bid	No Bid	No Bid	No Bid	No Bid	No Bi
48" RCP C-3	No Bid	No Bid	\$60.97	\$60.70	No Bid	No Bi
54" RCP C-3	No Bid	No Bid	\$81.61	\$81.40		No Bi
	No Bid	No Bid	No Bid	No Bid	No Bid	No Bi
60" RCP C-3	No Bid	No Bid	\$122.53	\$122.00	No Bid	No Bi
66" RCP C-3	No Bid	No Bid	No Bid	No Bid	No Bid	No Bi
72" RCP C-3	No Bid	No Bid	\$180.25	\$180.00	No Bid	No Bi
84" RCP C-3	No Bid	No Bid	No Bid	No Bid	No Bid	No Bi
96" RCP C-3	No Bid	No Bid	\$330.13	\$330.00	No Bid	No Bi
1011 1111 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0			+000.10	\$330.00	No Bid	No Bi
18"x11" RCP C-3 ARCH	No Bid	No Bid	\$19.89	\$19.50		
18"X11" BES	No Bid	No Bid	\$57.00	\$19.50	No Bid	No Bio
22"X13" RCP C-3 ARCH	No Bid	No Bid	\$21.79		No Bid	No Bio
22"X13 BES	No Bid	No Bid	\$62.62	\$21.60	No Bid	No Bic
29"X18" RCP C-3 ARCH	No Bid	No Bid	\$33.23	\$62.40	No Bid	No Bio
29"x18" BES	No Bid	No Bid	\$65.25	\$33.00	No Bid	No Bid
36"x23" RCP C-3 ARCH	No Bid	No Bid	\$42.30	\$65.00	No Bid	No Bid
36"X23" BES	No Bid	No Bid	No Bid	\$42.00	No Bid	No Bid
44"x27" RCP C-3 ARCH	No Bid	No Bid	\$57.72	No Bid	No Bid	No Bid
44"X27" BES	No Bid	No Bid		\$57.50	No Bid	No Bid
51"x31" RCP C-3 ARCH	No Bid	No Bid	No Bid \$72.48	No Bid	No Bid	No Bid
58" X 36" RCP C-3 ARCH	No Bid	No Bid		\$72.30	No Bid	No Bid
65" X40" RCP C-3 ARCH	No Bid	No Bid	\$94.56	\$94.25	No Bid	No Bid
73"X45" RCP C-3 ARCH	No Bid	No Bid	\$110.79	\$110.60	No Bid	No Bid
88"X54" RCP C-3 ARCH	No Bid	No Bid	\$138.89	\$138.70	No Bid	No Bid
			No Bid	No Bid	No Bid	No Bid

Competitive Bid # WG19-16 Bid Tabulation Provision of High Performance Polypropylene Pipe (PP)

	and a state of a state	Evans & Comp	Patron and a second	Construction Matrials		Core and Main		Fortiline Water Works		Alabama Pipe & Supply Co. I	
gh Density Polyethylene Corru	unated Pine	ASTM Specific				Picked-UP	Delivered	Picked Up	And in the second of the second se	the second s	Delivered
Diameter	Gage		Amount	ASTM Specification						ASTM Specific	
12"	ouge	No Bid		Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount
15"			No Bid	\$1.00	\$7.30	\$7.59	\$7.59	\$6.43	\$6.43		
18"		No Bid	No Bid	+ • • • • •	\$8.24	\$8.79	\$8.79	\$7.25	\$7.25	No Bid	
		No Bid		<i><i>ψ</i></i> (1),12	\$11.12	\$12.12	\$12.12	\$9.78			
		No Bid		\$19.38	\$19.38	\$20.70	\$20.70	\$17.05		110 010	No Bio
30"		No Bid		\$30.00	\$30.00	\$34.09	\$34.09		\$27.00		
36"		No Bid	No Bid	\$32.25	\$32.25	\$38.65	\$38.65	\$29.67	\$29.67		No Bio
42"		No Bid	No Bid	\$39.29	\$39.29	\$48.48		\$36.15	\$36.15	No Bid	No Bio
48"		No Bid	No Bid	\$53.76	\$53.76	\$65.32	\$65.32	and and the second s			No Bio
60"		No Bid	No Bid	\$87.30	\$87.30	\$104.42		\$50.00	\$50.00	ite blu	No Bio
					<i>451.00</i>	φ10-1.72	φ104.42	\$80.32	\$80.32	No Bid	No Bid

Competitive Bid # WG19-16 Bid Tabulation Provision of High Density Polyethylene Corrugated Pipe

	Evans & Com Picked Up	Delivered	Construction Matrials Picked Up	-	Core and Main		Works meeting		Fortiline Wate Works	r	Alabama Pipe & Supply Co.	
Density Polyethylene Corrugated P	Pipe ASTM Specific	* · · · · ·	ASTM Specification	i Delivered IS	PICKed-UP	Delivered	Picked Up	Delivered	Picked Up	Delivered	Picked Up	Delivered
Diameter Ga	age Amount	Amount	Amount	Amount	Amount	America	ASTM F2648	Specifications	22		ASTM Specific	
4"	\$2.00	\$2.00				Amount	Amount	Amount	Amount	Amount	Amount	
	\$3.50	\$3.50		\$2.77	\$1.10	\$1.10	+0.01	\$0.91	\$0.98			Amount
	\$4.50		\$3.83	\$3.83	\$2.63	\$2.63	φ1.00	\$1.99	\$2.17	+	\$2.25	+1.0
10"	\$5.90				\$0.00	\$3.63	\$2.98	\$2.98				\$2.2
12"	\$6.25	\$6.25	\$0.00	+	\$4.84	\$4.84	\$3.89	\$3.89	\$3.98	+	+0.10	\$3.4
15"	\$7.85	\$7.85	\$5.75	\$5.75	\$5.86	\$5.86	\$4.77	\$4.77	\$4.87	+0.00	+ 1.40	\$4.4
18"	\$9.98	\$9.98	\$7.35	\$7.35	\$7.68	\$7.68	\$6.11	\$6.11	\$6.25		\$5.30	\$5.48
24"	\$16.35	the state of the s	40.07	\$9.07	\$9.82	\$9.82	\$7.37	\$7.37	\$7.71	+	\$7.00	\$7.02
30"	\$23.50	+10.00	\$15.45		\$16.33	\$16.33	\$12.81	\$12.81	and the second	+	\$8.21	\$8.47
36"		\$23.50	\$21.95	\$21.95	\$25.03	\$25.03	\$18.54	\$18.54	\$13.11	+	\$14.70	\$14.73
42"	\$33.00	\$33.00	\$28.45	\$28.45	\$33.44	\$33.44	\$24.42	\$18.54	\$18.85	+10.00	\$21.27	\$21.32
48"	\$44.00	\$44.00	\$35.95	\$35.95	\$44.95	\$44.95	\$32.24		\$24.98	+=	\$28.00	\$28.08
40	\$59.50	\$59.50	\$46.93	\$46.93	\$55.65	\$55.65	\$39.22	\$32.24	\$32.97	\$32.97	\$37.00	\$37.07
						\$00.00	\$39.22	\$39.22	\$41.30	\$41.30	\$45.10	\$45.10



Agenda Action Form

File #: 19-0540, Version: 1

Item #: B6

Meeting Type: BCC Work Session Meeting Date: 1/22/2019 Item Status: New From: Wanda Gautney, Purchasing Director/Chief Anthony Lowery/Connie Dudgeon, Sheriff's Budget/Finance Director Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG19-22 - Provision of Uniforms for the Baldwin County Sheriff's Office and Corrections Center

STAFF RECOMMENDATION

Take the following actions:

1) Approve the specifications for the Provision of Uniforms for the Baldwin County Sheriff's Office and Corrections Center 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.

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? $\ensuremath{\mathsf{N/A}}$

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: 02/05/2019

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 #WG19-22 SPECIFICATIONS

Baldwin County desires bids for the provision of uniforms for the Sheriff's Office and Corrections Center. This bid will be for uniforms and uniform accessories ordered during a one-year period beginning the day of Bid Award.

It is the intent of the Commission to award to the lowest bidder that meets the specifications for each item. The Propper Ripstop Pants & Shirts as well as Armorskin Ripstop Pants & Shirts will be awarded to **one bidder** (lowest responsible bid) in order for the garments to have matching dye lots.

No alteration cost should be included for garments. Alterations will be done by Baldwin County.

DELIVERY

Delivery shall be as soon as possible, but not more than thirty (30) business days after receipt of order. Orders will be delivered as specified on the Purchase Order. All items shall be bid as listed in specifications. No substitutes will be accepted. If an item is discontinued the successful bidder must notify the Purchasing Officer and submit a sample of the substituted item for evaluate before the substituted item will be allowed to replace the original bid item.

CONTRACT PERIOD

It is the intent of the Baldwin County Commission to award this contract for a twelve (12) calendar month period. However, the Baldwin County Commission may, at their option and in agreement with the Successful Bidder, renew the contract for up to two (2) additional years (2020 and 2021), in twelve (12) month increments. The Baldwin County Commission will, in writing, notify the Contractor thirty (30) days prior to expiration of the 2019 contract with its intent to extend the contract. The prices for 2019 shall also apply to the extension period(s).

PRICING

The price shall include all charges, including but not limited to delivery and destination charges. Any item being returned that was ordered but was shipped incorrectly by the supplier, return shipping charges will be prepaid by the supplier. If an item is returned that was received per the order, return shipping charges will be paid by Baldwin County.

<u>CLOTHING SAMPLES</u> Samples may be requested in order to evaluate the lowest responsible bidder. Samples provided will be returned after the award. Samples will be shipped to Mrs. Wanda Gautney, 257 Hand Avenue, Bay Minette, AL 36507. Vendors must provide a Return Shipping Label for the return of their samples.

ACCESSORIES

The bidder will be allowed to bid additional items that are consider accessories that are not listed in the specifications.

BID RESPONSE FORM AND OTHER REOUIRED DOCUMENTATION

Supplier will use the Bid Response Form that has been included with this document for their bid. Attached to the Bid Response Form will be the marked brochures and detailed listing.

The bidder shall provide a listing of the items being bid. The listing shall consist of Product Number, Brand Name and Description, Unit Price. The bidder is allowed to offer additional items, that would be known as accessories or footwear that are not listed in the specifications.

Brochures will be provided that show garment and accessories style, including footwear. Each item will be identified with a garment number or style number clearly marked on the brochures. THIS MUST ACCOMPANY THE BID RESPONSE FORM. IF THIS IS NOT INCLUDED WITH THE RESPONSE FORM THEN THE BID WILL NOT BE ACCEPTED.

Supplier will make delivery of ordered items within 30 days of receipt of the Purchase Order.

UNIFORM SPECIFICATIONS

Item: 1. Convertible Jacket

Shell Fabric:

Brookwood Technique. 100% Tectel Nylon. 3-3.5oz. sq. yard. Poplin Weave. Everdry finish for storm proof protection.

Permanent Lining:

104 x 86 Thread count. 100% nylon Taffeta.

Zip Out Lining:

Face - 100% Nylon Taffeta

Batt - Quilted 200-gram body with 150 gram sleeves thinsulate by 3M

Back - 100% Nylon Taffeta

Design:

The jacket shall be a cull cut, waist length model with zip-in/zip-out liner, zipper front and shirred waistband. Coat construction shall be used throughout with body and sleeves being fully lined. **Design:**

The jacket shall be a cull cut, waist length model with zip-in/zip-out liner, zipper front and shirred waistband. Coat construction shall be used throughout with body and sleeves being fully lined.

Body Detail:

The front shall be plain with patch pockets, flaps and badge tab. For shape retention, the front shall be interlined with heavy weight Pellon. The inside facings shall be made of outer fabric and are to be sewn on top of the nylon lining which extends to the front edge of the jacket. There shall be a one piece back. There is to be a separate $2\frac{1}{2}$ waistband shirred with 2" heavy duty elastic. The entire waistband is to be shirred with the exception of an area $5\frac{1}{2}$ on either side of the front opening. The shoulders shall have pads. A self-goods reinforcement strip shall be sewn on the inside of the jacket joined at the top of the waistband and extending from side to side. It shall also contain a tunnel for flexcuff.

Inside Detail:

On the left side of the coat, there shall be a gun pocket installed in the permanent lining of the coat to accept a small frame hand gun. The gun pocket shall have a minimum opening of $4\frac{1}{2}$ " and be a minimum of 6" deep. The gun pocket shall be furnished with a strap and a snap closing. Bartacks shall reinforce the opening. There shall be two cut-in pockets on the left and right sides measuring approximately $5\frac{1}{2}$ " wide and 6" deep.

Zip-Out Liner:

Shall be full body and sleeves with inside right pocket and shall be constructed to allow entry to gun pocket.

Sleeves:

The sleeves shall be coat style set in with a single needle machine. The bottom of the sleeve shall have a gusset opening and close with a storm cuff with Velcro closure for adjustable fit. The cuff shall be interlined with Pellon. There shall be an elastic sleeve loop for liner stability on the inside of the cuff.

Pockets:

There shall be two patch pockets with box pleats, finishing approximately 6 1/4" wide and 7 $\frac{1}{2}$ " deep. Flaps shall be scalloped and self-lined. They shall close with snaps or Velcro on the points and with a centered buttonhole. The pockets shall be interlined with Poly/Cotton twill in such a way as to create hand-warmer pockets with an opening of approximately 5 $\frac{1}{2}$ " on the side. The left patch packet is to have a pencil opening at the top of the flap. Both the pockets and the flaps are to be bartacked.

Collar:

The collar shall be made using self-material. It shall be interlined with Pellon.

Epaulets:

The epaulets shall be made of self-goods. They shall be sewn into the sleeve head seam, "X" stitched and tacked to the jacket at the neck.

Badge Tab:

The badge tab shall be made of the outer fabric, 1" wide and 2 metal eyelet's spaced vertically apart. It shall be centered $2\frac{1}{2}$ " above the left pocket flap.

Zipper:

There shall be an YKK #5 molded nylon zipper.

Buttons and Snaps:

The pockets flaps and epaulet shall be secured with 24 ligne metal toggle buttons, flaps and epaulets shall close with 24 ligne metal buttons.

Thread:

All sewing is to be done with Polyester core thread or 100% Spun Polyester thread.

Size Tag and Care Instructions:

Each jacket shall have a sewn in label giving care instructions and shall be marked with lot number, size, fiber content and WPL number.

Finishing and Pressing:

All loose threads shall be removed. Each jacket shall be pressed and shaped properly.

Warranty:

One year against workmanship or fabric defects.

Color: Brown

Item 2. Rain Coat - (samples for Rain Coat MUST be supplied with your Bid Response) Material: (NO SUBSTITUTES ALLOWED)

Style: 48125 100% Nylon Oxford reverses to HI-VIS

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

Item 3. Long Sleeve Flying Cross Shirt 100% Visa ® System 3[≥] Polyester Command Mens Fabric:

Flying Cross, Style FC-33W7800Z, 100% Polyester, Plain Weave. Weight 7-71/2 ounces per linear yard.

Creasing:

There shall be five stitched-in sharp military creases on all shirts. One crease on each front to be centered vertically. Front Creases shall not be through pockets and flaps. Spacing for three military creases across shirt back to be proportionate to the size of the shirt.

Front:

The left front shall have a top center placket 1-1/2" wide with two rows of stitches 7/8" apart. The shirt will have 7 buttons and buttonholes on the front; spacing between each will be 3-3/4". Top center placket to have woven interlining of 250 Dacron. Non-woven interlining unacceptable and shall be cause for rejection. The fronts shall be joined to the yoke so that both raw edges of the yoke are turned under, with the front sandwiched between, and then all three are stitched down with a 1/16" raised stitch. Safety stitch joining unacceptable. A 15" nylon zipper, to be set below the second button and buttonhole, shall accomplish front closure. The top, second and bottom buttons to be attached to the right front, the balance to be sewn over the buttonholes on the left front.

Collar:

Collar points to measure 3 1/8" long with ultrasonically fused-in Mylar stays, Collar to have woven interlining of #250 Dacron. Stays to be 3" long, 3/8" minimum width and to be fused to the underside of collar interlining Stays applied directly to collar material itself unacceptable. Collar height at rear 1-1/2". Collar topstitched 1/4" off the edge. Collar stand to measure 1-5/16" at rear and band to be interlined with "Crease-N-Tack." Collar material itself (top or underside) shall have no fusing to Mylar stays or collar interlining.

Shoulder Straps:

Shoulder Straps to be two-piece pointed, 1/4" topstitched and to be set on yoke with leading topstitch conforming with front joining seam. To measure 2" at sleeve tapering to 1-3/8" and set not more than 1/2" from collar set seam. Cross-stitched approximately 2" from sleeve seam. Shoulder strap to have functional buttonhole to attach to sewn button on shoulder of shirt. Edge stitched shoulder strap construction unacceptable.

Badge Reinforcement:

Two-ply sling 1" wide centered over left pocket and stitched to shoulder seam and flap setting stitch. It shall have two (2) buttonhole eyelet's 1-1/4" from top of pockets flap spaced 1-1/4" apart and centered on sling.

Pockets:

Two breast patch pockets with mitered corners and 1-1/2" stitched pleats. Pleats shall be stitched top and bottom and full length of pleat to prevent spreading. Pocket to measure 5-5/8" wide, 6" deep. Left breast pocket to have one (1), 1/2" pencil stitch. Each pocket to have hook Velcro 3/4" long by 1/2" wide, positioned on both edges of pocket to correspond with outer scalloped flap points as specified. Velcro to be stitched all sides and to be sewn through pocket and shirt for added reinforcement.

Flaps:

Two piece deep scalloped design to measure 5-7/8" across and 2-3/4" in depth at center point, 2-1/4" at sides. Secured to shirtfront approximately 3/8" above pocket. Left flap to have invisible pencil opening 1-1/2" to correspond precisely with pencil slot of pocket. (Stop & start stitching for pencil opening unacceptable and shall be cause for rejection.) Flaps to be 1/4" topstitched. Flaps to have woven interlining of #250 Dacron. Creased and edge stitched pocket flap to have looped Velcro 3/4" long by 1/2" wide stitched all sides, positioned on outer points of both pocket flaps to secure with corresponding Velcro strips on shirt pocket. Each flap shall have a button centered on uncut sewn buttonhole.

Sleeves:

Sleeve vent shall have round one-piece elbow reinforcement and vent facing. Lower facing shall measure approximately 1/2" wide.

Cuffs:

Two piece 1/2-inch hemmed cuff with 1/4" topstitching. Cuffs to measure 3" in depth with rounded corners (barrel cuffs). Cuffs to have two buttons and corresponding buttonholes set vertically with one button and buttonhole in center of facing. Cuffs to have woven interlining of #250 Dacron. **Buttons:**

First grade 20-ligne melamine.

Sewing:

Collar, shoulder straps, pocket flaps and cuffs to be topstitched 1/4" off the edge. Sleeve inserting and side close felling seams are to be safety stitched.

Thread:

All sewing threads to be color fast polyester wrap to match.

Interlinings:

Collar, cuffs, pocket flaps and top center to be interlined with #250 Dacron. Collar band interlining to be "Crease-N-Tack".

Construction:

Collars, flaps and cuffs are made with conventional construction. Top ply, bottom ply and interlining are first stitched together, then turned right side out and finally topstitched.

Stamping and Care Instructions:

Neck size and sleeve length to be stamped in collar band with style and cut number. A permanent size tab is to be sewn in with label to the inside yoke. Care instructions to be attached to the tail of the shirt.

Packing:

Shirts to be polybagged individually.

Warranty:

One year against workmanship or fabric defects.

Item 4: Sheriff Logo Safety Vest (w/Optional Body Worn)

Oralite Style # 343R-S Zip-Front Safety vest; Color: Hi-Vis Yellow

FABRIC:

3.7 oz. per square yard, 100% Spin-dye woven Polyester Color: fluorescent yellow

TRIM:

- Binding: 100% polyester (self-fabric) (Color: fluorescent yellow)
- Hook and loop: woven nylon base. (Color: fluorescent yellow)
- Eyelets: aluminum, black enamel finish
- Ribbon: 100% nylon Taslan. (Color: black)
 - Reflective trim: 1-1/4" Reflexite crosswalk trim
 - 2-1/2" Reflexite crosswalk trim for front panels
- Zipper: 11-1/2" single pull, breakaway (non-locking) separating zipper. Size #5 coil.

FRONT:

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Vest has a zipper front closure measuring 11-1/2" long. There shall be a pencil pocket made of shell fabric, measuring 2-1/8" by 5-1/4" and allow for two pens. The pocket should fit above the top horizontal Reflexite trim and above the inner vertical Reflexite trim on the wearer's left side. There shall be hook & loop closure at shoulder for breakaway option.

BACK:

One piece back with Reflexite trim detail with hook & loop closure at shoulder for breakaway option.

SIDE ADJUSTMENTS:

There shall be 2 side tabs on each side with hook and loop attachment for closure and adjustments. Side tabs shall measure 4-1/2" high by 9-1/2" long. The front shall have two rows of 1" loop attached above of the edge of the 2-1/2" horizontal Reflexite trim. The side tabs shall have 1" X 3" horizontal hook. An additional piece of 1" x 1" hook with loop shall be sewn on 1-1/2" away from the edge of the first stripe of hook.

REFLECTIVE TRIM PATTERN:

There shall be Reflexite reflective trim vertically down the front and back chest and across the back aligning with the side tabs. The side tabs will have Reflexite reflective trim to align with bottom stripes. There shall be one (1) stripe of 2" Reflexite reflective trim running horizontally across the front. There shall be four (4) stripes of 2-1/2" Reflexite reflective trim running vertically down the back aligning at the

shoulder and ending at the top horizontal stripe. The Reflexite trim shall run in pairs with 2" spacing between them.

SHOULDER CLOSURE:

There shall be a hook and loop attached on shoulder for breakaway feature. The shoulder shall have $5/8" \ge 5/8" \ge 5/8" \ge 5/8"$ on the front shoulder to fasten to a $5-5/8" \ge 5/8"$ on the back shoulder. (For size M)

BINDING:

The vest shall be bound with high-visibility self-binding on neck, sides, and hem.

MICROPHONE TABS:

There shall be a microphone tab sewn to both the left and right front approximately 4-1/4" from the shoulder seam, consisting of two plies of shell fabric. They shall measure 2" x 1".

CUSTOMIZATION:

• BODY CAMERA ATTACHMENT:

Customized zipper access to holster and phone/camera uses YKK brand #3 reverse tape coil zipper in 9" length. Armorskin access is from front right side of placket and shirt access from under placket, both to attachment location on wearers left side for men & women. Placement of camera holster and patch is specific for optimal performance of equipment and stability of application. Main eye-hole is created by using a Stimpston non-rusting metal #5.5 @ 11/16" rolled rim grommet and washer. Velcro USA hook and loop patch with two width measurements; one for in-production addition or second for post-production customization add-in; ref: COM-BW-1022 & COM-BW-1023. Patch uses Tandy size# 16 Ligne non-rusting snaps with specific spacing to accommodate lightweight polymer holster facilitating removal and insertion for user.

THREAD:

All thread shall be polyester wrapped on monofilament polyester. Color to match.

STITCHING:

All stitching conforms to Federal Standard 751 specifications (FED-STD-751). All stitch types are sewn at stitch per inch (S.P.I.) rates individually set by operation at no less than 10 S.P.I. and not more than 12 S.P.I. to insure extended sewn wear life. All thread tension is evenly maintained to eliminate right or loose stitching. All seam allowances are to be maintained so that there are no raw edges, run offs, twist, pleats, puckers or open seams.

SIZES:

Permanent size marking to be located inside center back neck seam.

ANSI LABELS:

ANSI labels shall be placed on the left and right-side tabs.

PRESSING & FINISHING:

Vest shall be carefully pressed by hand in a first-class manner. All loose threads to be thoroughly trimmed.

STANDARD SIZE RANGE:

Unisex: M (S-M), XL (L-XL), 3XL (2XL-3XL), 5XL (4XL-5XL)

MEASUREMENTS:

Unisex: Size M, Regular:

Across Chest:	16.25	(plus or minus 0.5 inches)
Across back:	17	(plus or minus 0.5 inches)
Center Back Length:	19.5	(plus or minus 0.5 inches)

Item 5. MEN'S TROUSERS

Fabric:

Style: Flying Cross/Fechheimer Item #42283: 75% Polyester/25% Wool. 11 ¹/₂ to 12 oz. Per linear year. Serge. No more than 25% wool will be accepted in trousers.

Style:

Trouser styling shall be T-1: plain front, two (2) quarter top front pockets, and two (2) hip pockets professionally finished with no visible topstitching. Work wear industrial style construction is unacceptable and shall be cause for rejection.

Lining Material:

The pocketing and fly lining material shall be 70% Polyester / 30% Cotton, 2.9 oz. per square yard (60" width) with a minimum 78 x 48 count. Pocketing must have a durable press finish and the color of the pocketing must be black.

Waistband:

The trouser will be made with the Freedom Fit waistband system, which is designed to provide the wearer with a more comfortable and better fitting trouser. The waistband shall be constructed using the "closed method" and shall measure a minimum of 1-7/8" wide when finished. The waistband closure shall be accomplished with a single crush proof hook and eye centered on the waistband for maximum wearer comfort. The hook an eye shall be reinforced with 7/8-inch non-woven stay tape that is anchored with topstitching through and through to the top of the waistband (bartacks in place of topstitching shall be cause for rejection). In addition to the stitching of the waistband when it is set onto the trouser, the waistband must also be topstitched below the waistband seam through the waistband curtain for added strength. The back-center seam of the trouser to be finished to allow for alterations (with ample basic trouser fabric and waistband curtain material to allow trouser size to be increased a least on size). The outlet in the seat is to be in proportion to waist outlet so seat may also be let out. Seat seam must be sewn with a tandem needle machine (double-needle stitch) for maximum strength. The waistband curtain is composed of two elastic components, which give it two-zone comfort fit and breathability.

The top part of the waistband curtain is interlined with a 1-1/2" elastic band that has two functions. It stabilizes the waistband, preventing waistband rollover, and allows for a comfort stretch when the wearer bends or sits. This elastic is around the entire waistband and is constructed with an around the entire waistband and is constructed with an open weave to allow for breathability. The specifications for the upper elastic are as follows:

Width: 1 1/2" Overall content: 38% Polyester, 45% Nylon, 17% Spandex Stretch: 20%

The upper part or the waistband curtain interlining (elastic band) is to be lined the same color as the pocketing material and it shall be cut on a 45-degree bias to allow for maximum stretch. The waistband basic trouser fabric shall be cut across the cloth to allow for maximum stretch in synergy with the Freedom Fit Waistband. The lower part of the waistband shall also be the same color as the pocketing material and is designed to stretch over the hips for comfort and helps keep the trouser positioned properly on the waist. This elastic is also woven with an open weave for maximum breathability. The lower elastic portion of the band has an area of exposed Neoprene rubber, which acts as a shirt keeper. The specifications for the lower elastic are as follows:

Width:1 3/4"Overall Content:13% Polyester, 49% Nylon, 16% Spandex, 22% RubberStretch:55%

The three (3) rubberized strands match the waistband curtain color and are designed to keep shirts tucked in for neat appearance (use of silicone strip or strips instead of rubberized strands shall be cause for rejection).

Belt Loops:

There shall be a minimum of seven belt loops 3/4" in width of double thickness. Each loop must have a non-woven interlining for added durability. All loops (except back center) must be sewn into the top and bottom of the waistband ("dropped" belt loops that are tacked to the outside of the trouser all around waist shall be cause for rejection). The top of the belt loops (except back center) shall be sewn into the waistband curtain seam with a Rocap machine using a zigzag stitch. The bottom of the center back loop shall be tacked to the trouser and the top of the loop tacked to the outside of the waistband to allow for easier waist alteration.

Fly:

Trouser shall have a brass metal zipper with memory lock brass slider secured by metal stopper at base. There shall be a French Fly tab closure on the inside of the right fly. The tab shall be double ply made of the basic trouser fabric (tabs made of pocketing materials or a "grown on" French Fly will be cause for rejection). The right fly shall be lined with the same material and color as the pocketing. The fly lining shall be sewn to the left fly continuing below the zipper into the crotch area in a neat and durable manner. A button shall be located on the let fly corresponding with the French Fly tab to provide a clean and comfortable closure. Topstitching of fly to be installed with automatic "J" stitch equipment eliminating puckering and providing a clean finish. There shall be firm straight bartack at the bottom of the fly going through the zipper tape for maximum strength. Bartack shall line up with starting point of "J" stitch.

Seat:

Seat must be sewn with a Tandem Needle Machine (double-needle stitch) for maximum durability.

Pockets:

The two (2) front pockets will be quarter top style with a minimum opening of 6" and a minimum depth of 5-3/4" measured from the bottom of the opening. Front pockets to have firm straight bartacks at top and bottom of pocket openings. Pockets shall be constructed using the stitch, turn, and topstitch method. Front pocket facing, and barrier to be made of the basic trouser fabric. Facing shall be a minimum of 1" and barrier shall measure a minimum of 2" (measured to the inside edge of pocket lining).

The two (2) hip pockets shall have a minimum 5-3/8" wide (bartack to bartack) opening and a minimum depth of 5-3/4" measured from the bottom of the pocket opening. Hip pockets shall be constructed using the double welt method on an automatic welt machine. The welts shall be finished in such a manner that there is no topstitching (topstitched hip pockets shall be cause for rejection). The corners of the hip pocket openings shall have straight bartacks for reinforcement (use of triangular bartacks shall be a minimum of 3/4" and barrier shall be a minimum of 1-1/2". The left hip pocket shall have a centered tab made of basic cloth inserted into the top welt with bartacks at the top and bottom of the top to form an opening for a button. A button shall be located below the bottom welt corresponding in location with the tab, which shall be interlined with non-woven for added durability. There shall be a dart centered above each hip pocket to waistband. Dart shall be approximately 2-3/4" long tapered from 3/8" at waistband and shall be installed with automatic equipment for a clean non-puckered finish.

The watch pocket shall be located on the right front at the waistband. This pocket shall have a minimum opening of 2-5/8" and a minimum depth of 2-7/8". The front of the pocket shall be made of pocketing fabric and the back of the pocket shall be made of basic fabric and the two pieces are securely stitched together. Each corner of the pocket opening shall have firm straight bartacks.

Creases:

The leg creases, front and back will have a silicone bead put in by using the Lintrak process.

Stripe:

Trousers shall have a 3/4" stripe of the 100% polyester material in brown (7451-7062) Milekin.

Stripe is to be sewn from the bottom of the waistband to the bottom of the trouser leg and is to be sewn into the trouser side seam.

Labels:

Trouser must have a permanent label providing care instructions and small woven label indicating waist size. A removable paper ticket showing the size, fabric content, cut number, and WPL or RN number must be on the outside of the waistband. Ticket to be matchbook style installed with plastic staples for easy removal without damaging trouser material and showing size when trousers are stacked.

Origin:

Make in USA

Warranty:

One year against workmanship or fabric defects.

Color:

Taupe with 3/4" brown stripe sewn on seam from waistband to bottom. (Brown 3/4" Stripe to be sewn into seam of pants - not sewn on top of seam)
 (A) Supervisors - ¹/₂" gold (not yellow) stripe sewn on top of the 3/4" brown.

Sample of stripes will be supplied with Bid Response.

2. Brown

Item 6. WOMEN'S TROUSERS

Fabric:

Style: Flying Cross/Fechheimer Item #47293: 75% Polyester/25% Wool. 11 ¹/₂ to 12 oz. Per linear yard Serge.

Style:

Garment shall be manufactured from an up-to-date women's pattern for comfort and easier sizing. The trouser styling shall be T-1: plain front, two (2) quarter top front pockets, and two (2) hip pockets professionally finished with no visible topstitching. Work wear industrial style construction is unacceptable and shall be cause for rejection.

Lining Material:

The pocketing and fly lining material shall be 70% Polyester / 30% Cotton, 2.9 oz. per square yard (60" width) with a minimum 78 x 48 count. Pocketing must have a durable press finish and the color of the pocketing must be black.

Waistband:

The trouser will be made with the Freedom Flex waistband system, which is designed to provide the wearer with a waist expansion of 1 ½" to 3". The waistband shall measure a minimum of 1-7/8: wide when finished. The flexible expansion split portion of the waistband shall be to the front of the trouser side seam and there shall be a ¼-inch wide side belt loop positioned to hide the expansion split of the waistband. The waistband curtain shall consist of two different styles for maximum waistband expansion to enhance wearer comfort, fit and appearance. The front of the trouser (to the expansion split) waistband curtain style shall consist of a 2-inch wide elastic section that incorporates Tru-Grip, a ½ "surface area composed of thin 55-gauge rubber for maximum comfort and performance. The Tru-Grip acts to help keep shirts tucked in securely. (Use of a single silicone strip or strips instead of ½" wide rubberized surface area shall be cause for rejection.) The back half of the trouser waistband curtain shall finish a minimum 1-1/8: wide and is to be made of black pocketing material and shall be attached to the top of the rouser with a zigzag stitch. The waistband curtain must also contain Tru-Grip and will line up with the Tru-Grip on the front of the expansion split. (Substitution of a single silicone strip or strips in place of Tru-Grip shall not be acceptable and shall be cause for rejection.)

The waistband curtain is composed of a wet laid non-woven canvas weighing 3.3 oz. per square yard. The canvas is covered in the same color and material as the pocketing. The $\frac{1}{2}$ " rubberized surface area is positioned 1-1/4" up from the bottom of the curtain. The specifications for the rubberized Tru-Grip curtain are as follows:

Width: 1-1/8 inch Warp & Filling: 300 Denier Texturized Polyester Rubber: 55 Gauge Count: 32-36 yarns per inch Content 59% Polyester 41% Rubber

To complete the Freedom-Flex Waistband System, there shall be a 1-1/4" wide elastic component sewn into the back half of the waistband curtain to allow for the stretch and recover of the waistband to comfortably fit the wearer's waist size. There shall be a bartack for strength and durability sewn at the stress point on the waistbands where it joins the front elasticized waistband curtain joining stitching (positioned, on the waistband above the front pocket.) The waistband closure shall be accomplished with one crush proof hook and eye centered on the waistband for the wearer comfort. The hook and eye shall be reinforced with a 7/8" non-woven tape that is anchored with topstitching through and through to the top of the waistband (bartacks in place of topstitching shall be cause for rejection.) In addition to the stitching of the waistband when it is set onto the trouser, the waistband must also be topstitched below the waistband seam of the trouser to be finished to allow for alterations (with ample fabric and curtain material to allow trouser size to be increased at least one size). The outlet in the seat is to be proportional to the waist outlet so the seat may also be let out. Seat seam must be sewn with a tandem needle machine (double-needle stitch) for maximum stretch.

Belt Loops:

There shall be a minimum of seven belt loops 3/4" in width of double thickness. Each loop must have a non-woven interlining for added durability. All loops (except back center) must be sewn into the top and bottom of the waistband ("dropped" belt loops that are tacked to the outside of the trouser all around waist shall be cause for rejection). The top of the belt loops (except back center) shall be sewn into the waistband curtain seam with a Rocap machine using a zigzag stitch. The bottom of the center back loop shall be tacked to the trouser and the top of the loop tacked to the outside of the waistband to allow for easier waist alteration.

Fly:

Trouser shall have a brass metal zipper with memory lock brass slider secured by metal stopper at base. There shall be a French Fly tab closure on the inside of the right fly. The tab shall be double ply made of the basic trouser fabric (tabs made of pocketing materials or a "grown on" French Fly will be cause for rejection). The right fly shall be lined with the same material and color as the pocketing. The fly lining shall be sewn to the left fly continuing below the zipper into the crotch area in a neat and durable manner. A button shall be located on the let fly corresponding with the French Fly tab to provide a clean and comfortable closure. Topstitching of fly to be installed with automatic "J" stitch equipment eliminating puckering and providing a clean finish. There shall be firm straight bartack at the bottom of the fly going through the zipper tape for maximum strength. Bartack shall line up with starting point of "J" stitch.

Seat:

Seat must be sewn with a Tandem Needle Machine (double-needle stitch) for maximum durability.

Pockets:

The two (2) front pockets will be quarter top style with a minimum opening of 6" and a minimum depth of 4-1/2" measured from the bottom of the opening. Front pockets to have firm straight bartacks at top and bottom of pocket openings. Pockets shall be constructed using the stitch, turn, and topstitch method. Front pocket facing, and barrier to be made of the basic trouser fabric. Facing shall be a minimum of 1" and barrier shall measure a minimum of 2" (measured to the inside edge of pocket lining).

The two (2) hip pockets shall have a minimum 5-3/8" wide (bartack to bartack) opening and a minimum depth of 5-3/4" measured from the bottom of the pocket opening. Hip pockets shall be constructed using the double welt method on an automatic welt machine. The welts shall be finished in such a manner that there is no topstitching (topstitched hip pockets shall be cause for rejection). The corners of the hip pocket openings shall have straight bartacks for reinforcement (use of triangular bartacks shall be cause for rejection). Hip pocket facing and barrier to be made of basic trouser fabric. Facing shall be a minimum of 3/4" and barrier shall be a minimum of 1-1/2". The left hip pocket shall have a centered tab made of basic cloth inserted into the top welt with bartacks at the top and bottom of the top to form an

opening for a button. A button shall be located below the bottom welt corresponding in location with the tab, which shall be interlined with non-woven for added durability. There shall be a dart centered above each hip pocket to waistband. Dart shall be approximately 2-3/4" long tapered from 3/8" at waistband and shall be installed with automatic equipment for a clean non-puckered finish.

Creases:

The leg creases, front and back will have a silicone bead put in by using the Lintrak process.

Stitching, Pressing & Finishing:

Trouser must be stitched with matching thread. Trouser must be neatly pressed on Hothead Presses and properly shaped. Out seams and inseams are edge serged on automatic equipment for uniformity of quality and shall be pressed open for a smooth pucker-free finish with repeated cleaning and pressing Trouser must be cleaned and finished to eliminate loose threads.

Stripe:

Trousers shall have a 3/4" stripe of the 100% polyester material in brown (7451-7062) Milekin. Stripe is to be sewn from the bottom of the waistband to the bottom of the trouser leg and is to be sewn into the trouser side seam.

Labels:

Trouser must have a permanent label providing care instructions and small woven label indicating waist size. A removable paper ticket showing the size, fabric content, cut number, and WPL or RN number must be on the outside of the waistband. Ticket to be matchbook style installed with plastic staples for easy removal without damaging trouser material and showing size when trousers are stacked.

Origin:

Make in USA

Warranty:

One year against workmanship or fabric defects.

Color:

Taupe with 3/4" brown stripe sewn on seam from waistband to bottom. (Brown 3/4" Stripe to be sewn into seam of pants - not sewn on top of seam)
 (A) Supervisors - ¹/₂" gold (not yellow) stripe sewn on top of the 3/4" brown.

Sample of stripes will be supplied with Bid Response.

2. Brown

Item 7. TIES Material: 55% poly/45% wool Color: Taupe Style: Four in hand or clip on

Item 8. SERVING SINCE/NAMEPLATES

Blackinton #J4, Hi-Glo, 2" x 3/8" Name Plate, Clutchback Blackinton #J6, Hi-Glo, 2" x 3/4" Serving Since, Clutchback

Item 9. EMBLEMS

Sheriff Office & Corrections A. Type currently used by department (sample will be provided upon request)

Item 10. OUTER BASKET WEAVE GUN BELT

Safariland #94, High Gloss Finish in Black Buckleless Belt with Velcro fastening on inner sides, Outer Duty Belt

Item 11. INNER BASKET WEAVE GUN BELT

Safariland #99, High Gloss Finish in Black Buckleless Belt with Velcro fastening Inner Trouser Belt

Item 12. RANK INSIGNIA

Blackinton A1975 Gold Collar Brass- Captain Blackinton A1973 Gold Collar Brass- Lieutenant Blackinton A8765A Gold Collar Brass-Corporal Blackinton A8765 Gold Collar Brass -Sergeant Blackinton A982-3 Gold Oak Leaf Blackinton A2015 Gold Eagles Blackinton A5697 Gold 3/4" Star Blackinton A3941 Gold 5/16" CHIEF Blackinton Style #15 Custom Insignia 3/8" Gold "BCSO"

Item 13. SHERIFF STRAW HAT

Stratton S-40 Campaign Style Brown (no holes)

Item 14. HAT STRAPS

Stratton ST-3P-BK, 3-piece hat straps for straw hat

Item 15. GOLD CORDS WITH ACORNS

Stratton CD-GD, Gold hat cords with acorns for straw hat

Item 16. TROOPER HAT RAINCOVER

Premier -9000 Series (To fit Campaign Style)

Item 17. Cap - Flexfil Mid-Profile Cap

Flexfit Mid-Profile Cap Z5001 Construction: 6 panel, mid-profile, fitted cap with buckram. Spandex sweat band retain to retain shape, 8 rows of stitching on Permacurv visor, silver under visor. Taped seams. To fitting a wide variety of head sizes.

Crown Height: 3 1/2" (From bottom of cap to top of cap) Bill Length: 2 1/2" (from point bill attaches to cap to end) Hat Band: 6 3/4" - 7 1/4", 7 1/8"-7 5/8" (circumference of hat opening) Blend: 98% Cotton, 2% Spandex Sizes: S/M, L/XL Color: Black

Item 18: SHOES

Style: G8732 Women's Oxford Work Shoes

Oxford soft-toe, easy care leather upper and a slip-resistant rubber lug outsole. Mositure-wicking nylon mesh lining with a removable EVA cushion insert and sponge rubber hear wedge.

Item 19: SHOES

Men's Bates Lite Glossy Style #942

Item 20: Women's Bates High Gloss DuraShocks Oxford Shoes

Item # 742 Bates High-Gloss DuraShocks Oxford High-Gloss Color: High-Gloss Black Breathable lining, cushioned removable insert, Bates DuraShocks absorbing comfort, Slip Resistant, Durable direct attach construction.

Item 21: Rocky TMC Duty Shoes 5001

Aegis Microbe Shield Applied to ROCKY Airport Footbed Full-Grain Water-Resistant Polishable Leather Made in the USA Non-Metallic Stabilizer Slip and Oil Resistant TMC Direct Attach TPU/PU outsole for Stability and Flexibility

Item 22: MEN'S PROPPER RIPSTOP BATTLE DRESS (BDU) TROUSER (NO SUBSTITUTES ALLOWED) Style: Proper F5250 (samples MUST be supplied with your Bid Response)

(F5250-25) 60% cotton/40% polyester ripstop

Weight: 6.50-7.00 oz Sq/yd Construction: 102x48 Yarn Size: 20x13 Tear: 7x7 Tensile: 190x110 Crocking Dry: 4.0 Crocking Wet: 3.0 Colorfastness to Light: 4/20 AATCC16 Shrinkage: 3-4%

DESIGN

- Zipper fly with sturdy snap closure
- Felled inseams, outseams and seat seams
- Fused pocket flaps for clean, professional look
- Adjustable waist tabs for secure fit
- Reinforced seat and knee LABEL

The pants will have a Label attached to the bottom of the inside seat with following information: Size, Fabric Content, Care Instructions and Country of Origin.

SIZES

XS – 3XL Regular S – XL Long

COLOR

Black 001, subdued urban digital 060, urban 063, khaki 250, 6-color desert 271, woodland 320, olive 330, tiger stripe 335, Asian tiger stripe 336, woodland digital 395, LAPD navy 450, desert digital 930.

Item 23: MEN'S PROPPER RIPSTOP LIGHTWEIGHT LONG SLEEVE TACTICAL DRESS SHIRT UNIFORM (BDU) Style Proper: F5302-38 (NO SUBSTITUTES ALLOWED) (samples MUST be supplied with your Bid Response)

FABRIC

Fabric to be 65% Poly / 35% Cotton Ripstop. Fabric must meet the following specifications to assure consistency of color, quality and wear:

Weight: 6.25-6.50 oz Sq/yd Construction: 102x48 Yarn Size: 20X13 Tear: 7X7 Crocking Dry: 4.0 Crocking Wet: 3.0 Colorfastness to Light: 4/20 AATCC16 Shrinkage: 3-4% Tensile: 190X110

DESIGN

The Propper Tactical Dress Shirt has a banded collar with sewn in collar stays and a dress shirt placket. The front of the shirt has two chest patch pockets with flap closure and button-down shoulder Epaulets reinforced with Box (X) Stitching.

The two front patch pockets are designed with decorative pleats and mitered corners. The button closure is centered on each flap. The left pocket will have an internal pencil pocket measuring 1 1/8-inch wide. The pocket will include a double grommet Badge Tab to be attached where needed.

The front of the shirt will have a six-button dress placket closure. All buttons will be securely sewn and properly aligned with buttons on pocket flap, $3\frac{1}{2}$ inches apart. The buttonholes will be straight-cut with a finished length of $\frac{1}{2}$ to $\frac{9}{16}$ inch.

The collar and collarstand of shirt are designed with a heavy weight interfacing to ensure a professional, crisp appearance. The collarstand will be closed with a horizontal centered button and buttonhole to be in line with vertical buttonholes on front placket without distorting the left or right front.

The sleeves will be finished with a 1-inch double turned hem.

The collar, collarstand, epaulets, pocket flaps and placket will have fused lining made of heavy weight poly core interlining. For added comfort and durability the back of the shirt will have a self-material double yoke and all interior seams will be safety stitched. The collar, pocket flaps and cuffs will be stitched ¹/₄ inch around all edges. The extra-long dress shirttail bottom will be finished with a double turned ¹/₄ inch hem.

LABEL

The shirt will have a Label attached to the bottom of the collarstand with the following information: Size, Fabric Content, Care Instructions and Country of Origin.

SIZES

Regular, S-XL, Long S-3XL

COLOR

Black, Dark Navy, Sheriffs Brown, Khaki, Olive, Dark Grey, Grey and LAPD Navy

Item 24: PROPPER LEIGHTWEIGHT SHORT SLEEVE RIPSTOP TACTICAL DRESS SHIRT WITH CROSS TACKED SHOULDER EPAULETS F5301-38 (NO SUBSTITUTES ALLOWED) (samples **MUST** be supplied with your Bid Response)

FABRIC

Fabric to be 65% Poly / 35% Cotton Ripstop. Fabric must meet the following specifications to assure consistency of color, quality and wear:

Weight: 6.25-6.50 oz Sq/yd Construction: 102x48 Yarn Size: 20X13 Tear: 7X7 Tensile: 190X110 Crocking Dry: 4.0 Crocking Wet: 3.0 Colorfastness to Light: 4/20 AATCC16 Shrinkage: 3-4%

DESIGN

The Propper Tactical Dress Shirt has a banded collar with sewn in collar stays and a dress shirt placket. The front of the shirt has two chest patch pockets with flap closure and button-down shoulder Epaulets reinforced with Box (X) Stitching.

The two front patch pockets are designed with decorative pleats and mitered corners. The button closure is centered on each flap. The left pocket will have an internal pencil pocket measuring 1 1/8-inch wide. The pocket will include a double grommet Badge Tab to be attached where needed.

The front of the shirt will have a six-button dress placket closure. All buttons will be securely sewn and properly aligned with buttons on pocket flap, $3\frac{1}{2}$ inches apart. The buttonholes will be straight-cut with a finished length of $\frac{1}{2}$ to $\frac{9}{16}$ inch.

The collar and collarstand of shirt are designed with a heavy weight interfacing to ensure a professional, crisp appearance. The collarstand will be closed with a horizontal centered button and buttonhole to be in line with vertical buttonholes on front placket without distorting the left or right front.

The sleeves will be finished with a 1-inch double turned hem.

The collar, collarstand, epaulets, pocket flaps and placket will have fused lining made of heavy weight poly core interlining. For added comfort and durability the back of the shirt will have a self-material double yoke and all interior seams will be safety stitched. The collar, pocket flaps and cuffs will be stitched ¹/₄ inch around all edges. The extra-long dress shirttail bottom will be finished with a double turned ¹/₄ inch hem.

LABEL

The shirt will have a Label attached to the bottom of the collarstand with the following information: Size, Fabric Content, Care Instructions and Country of Origin.

SIZES

XS-4XL

COLOR

Black, Dark Navy, Sheriffs Brown, Khaki, Olive, Dark Grey, Grey and LAPD Navy

Item 25: RIPSTOP BOONIE HAT

Propper Cotton Ripstop Boonie Hat #F550155001 – OD Green – 100% Cotton ripstop material, 2.5 inch brim, ³/₄ inch nylon webbing and Nylon adjustable chin cord. <u>Must Provide All Sizes and Sample in Bid</u> <u>Response Sheet</u>

Item 26: RIPSTOP TDU SHIRT

5.11 Tactical Taclite TDU Shirt #72054 OD Green & Khaki – Long Sleeve and Short Sleeve with and without 5.11 Tactical Chroma Flex Template Badges #81030 – 5 Point Star in Gold. <u>Must Provide All</u> Sizes and Sample in Bid Response Sheet

Item 27: RIPSTOP TDU PANTS

5.11 Tactical Ripstop TDU Pants #74003 OD-Green & Khaki - Hidden zipper (mock button up) <u>Must</u> **Provide All Sizes and Sample in Bid Response Sheet** Must come in women's sizes also.

Item 28: BELT

Bianchi Accumold Outer Belt, Black, Model #7200

Item 29: BELT

Bianchi Model #7950 - AccuMold Elite Duty Nylon (2.25" width) Black

Item 30: BELT LINER

Bianchi Model #7205 Nylon Liner Belt Black

Item 31: GLOVES

Kevlar lined frisk gloves Style #RFK-300

Item 32: JACKET

Port Authority Competitor Jacket JP54; color is **black on black**, Teklon nylon shell: Fleece lining, elastic waistband, elastic cuffs with adjustable straps, nylon-lined sleeves, lower slash pockets with zip closures, Interior pocket with zip closure, Port Pocket [≥].

Item 33: H20 PROOF ALL SEASON RAIN PARKA

Tru-Spec Style # 2492; Black in color;

ITEM 34: POLAR FLEECE JACKET

Tru-Spec Style # 2434; Black in color

Item 35: 5.11 Tactical Packable Police Jacket - (raid) (w/optional SHERIFF on back)

Mic loops, a vertical chest pocket and hand pockets. Made of durable nylon with YKK zippers and Prym Snaps.

Features: Wind resistant Hidden chest pocket Mic Loops Lightweight Packable.

ITEM 36. RECESSED BADGE HOLDER WITH BELT CLIP

Perfect fit Item # BD023 customized to 5 star or 7 star badges

Item 37: RECESSED BADGE HOLDER WALLET

Smith & Warren Style # BC100-D4. Dress Leather Bifold Wallet w/Single ID; Max Badge Size: 2.75" x 3.75"

Item 38: MAGAZINE HOLDER

Safariland 77-83-4HS double-black basketweave, unlined, for 2 1/4" Belt loop.

Item 39: HANDCUFF HOLDER

Safariland #90-4HS, hinged cuff case, black, basketweave

Item 40: FLASHLIGHT HOLDER

Safariland 306, open top Stinger flashlight holder, black basketweave

Item 41: HOLSTER (Right Hand) - Glock .22

Safariland 6360 ALS Level III w/Hi-Ride UBL 6360-832-481 Glock 4.5" BBL: 17,22 w/ITI M3, TLR – 1, Surefire, X200, LAS-Tac 2 SSL-1 Belt Loop: 2.25" Black basketweave, lined right hand.

Item 42: HOLSTER (Left Hand) – Glock .22

Safariland 6360 ALS Level III w/Hi-Ride UBL 6360-832-482 Glock 4.5" BBL: 17,22 w/ITI M3, TLR – 1, Surefire, X200, LAS-Tac 2 SSL-1 Belt Loop: 2.25" Black basketweave, lined left hand.

Item 43: HOLSTER (Right Hand) - Glock .23

Safariland 6360 ALS Level III w/Ride UBL Holster – STX Basket Weave Right Hand 6360-2832-481, lined right hand, belt loop 2.25"

Item 44: HOLSTER (Left Hand) – Glock .23

Safariland 6360 ALS Level III w/Ride UBL Holster – STX Basket Weave Left Hand 6360-2832-482, lined left hand, belt loop 2.25"

Item 45: BELT KEEPERS

Bianchi 6406 for nylon belts

Item 46: BELT KEEPERS

Safariland 62-4HS for basketweave leather belt

Item 47: BATON

ASP 26", F26B

Item 48: 5.11 Tactical Polo Shirts – Style #71049 (samples for Polo Shirt MUST be supplied with your Bid Response)

Material:

5.11 Tactical Performance Polo Men's Shirt in Black, Hunter Green, Tan, Red, White No Shrinking, wrinkling or fading No Collar Curl
Shirt must come with and without 5.11 Tactical ChromaFlex Template Badge #81030 5 Point Star Gold

<u>Item 49: 5.11 Tactical Polo Shirts – Style #61165 (samples for Polo Shirt MUST be supplied with your Bid Response)</u>

Material:5.11 Tactical Performance Polo Women's Shirt in Black, Hunter Green, Tan, Red, WhiteNo Shrinking, wrinkling or fadingNo Collar CurlShirt must come with and without 5.11 Tactical ChromaFlex Template Badge #81030 5 Point StarGold

Item 50: 5.11 Tactical Leather Casual Belt

5.11 Leather Casual Belts are made for everyday-casual, plainclothes or undercover wear.
Full grain leather with PermastiffTM insert to support weapon
1-1/2" wide
Buckle features "I-Beam" construction for rugged durability
Black with nickel buckle or Brown with brass buckle
Hidden key keeper on inside of belt

Item 51: Under Armour Tactical Stealth Beanie

100% acrylic in a classic cuffed style that is lined with Under Armour® moisture-wicking liner

Item 52: BDU Pocket Trouser

Color: Multi Cam 6.5 oz. 65% polyester / 35% cotton fiber blend rip-stop material. Machine washable and dry cleanable cotton blend provides user comfort, uniform appearance, durability, and easy care. Interlining: 100% polyester BDU (swat) trouser Tailored split-seam construction Dress Uniform Style Two front quarter pockets Two pleated BDU style cargo side pockets Two hip pickets with flaps Snap front closure Stretch waistband with side spot elastic Belt loops inserted at the bottom of waistband and tacked to the top Reinforced knees with inside patches of pocketing fabric Knee patches shall accept optional removable knee pads The patterning shall be loose fitting through the seat and thighs to allow unrestrained movement

Item 53: Short Sleeve Street Shirt – Must provide Sample with your Bid Response

Style #8972 Color: Brown Garments must be manufactured to ISO 9001 quality assurance standard.

Shell Fabric: 10 oz. 80% polyester 20% rayon plain weave. Machine washable and dry cleanable, wool blend provides user comfort, uniform appearance, durability and easy care. 100% Polyester Waffle Knit and easy-care wicking and antimicrobial finish

Trim: Mesh Lining: 100% Polyester mesh: Interlining: Small Parts-100% Polyester, Front Placket: 50% Polyester 50% Cotton; Buttons – Melamine, 20 ligne, matching shell fabric; Crosswalk Reflective Trim; ¹/₂" wide

Design and Construction: Short sleeve pullover shirt with woven fabric sleeves and woven/knit fabric body. Set in shoulder design, 3-button center front placket with convertible collar, Yoke lined with breathable mesh fabric, on demand reflective crosswalk Scotchlite under back of collar and on the inside underarm of sleeves at hem.

Item 54: Long Sleeve Street Shirt – Must provide Sample with your Bid Response

Style# 8971 Color: Brown Garments must be manufactured to ISO 9001 quality assurance standard.

Shell Fabric: 10 oz. 80% polyester 20% rayon plain weave. Machine washable and dry cleanable, wool blend provides user comfort, uniform appearance, durability and easy care. 100% Polyester Waffle Knit and easy-care wicking and antimicrobial finish

Trim: Mesh Lining: 100% Polyester mesh: Interlining: Small Parts-100% Polyester, Front Placket: 50% Polyester 50% Cotton; Buttons – Melamine, 20 ligne, matching shell fabric; Crosswalk Reflective Trim; ¹/₂" wide

Design and Construction: Long sleeve pullover shirt with woven fabric sleeves and woven/knit fabric body. Set in shoulder design, 3-button center front placket with convertible collar, Yoke lined with breathable mesh fabric, 2 button adjustable cuffs, on demand reflective crosswalk Scotchlite under back of collar and on the inside underarm of sleeves at hem.

Item 55: Armorskin Vest w/Optional Body Worn – Must provide samples with your Bid Response Style #8970

Color: Sheriff Brown Garments must be manufactured to ISO 9001 quality assurance standard.

Shell Fabric: 10 oz. 80% polyester 20% rayon plain weave. Machine washable and dry cleanable, uniform appearance, durability and easy care. Breathable, 4-way stretch, 5.5 oz Nylon with Lycra mesh technical knit with high abrasion, pill resistance and anti-microbial finish.

Trim: Mesh Lining: 100% Polyester mesh: Interlining: Small Parts-100% Polyester, Front Placket: 50% Polyester 50% Cotton; Buttons – Melamine, 20 ligne, matching shell fabric; Body Binding- Self Fabric, Shoulder Binding – 100% Lycra, Hem Binding – 100% Nylon, Hem Facing – 100% Nylon Ripstop with honeycomb printed back, Grosgrain Ribbon – 1" wide.

BODY CAMERA ATTACHMENT:

Customized access to holster and phone/camera uses YKK brand #3 reverse tape coil zipper in 9" length. Camera access is from wearer's right-side front of placket, under top placket, to attachment location on wearers left side for men & women. Placement of camera holster and patch is specific for optimal performance of equipment and stability of application. Main eye-hole is created by using a Stimpston non-rusting metal #5.5 @ 11/16" rolled rim grommet and washer. Velcro USA hook and loop patch with two width measurements; one for in-production addition or second for post-production customization add-in; ref: COM-BW-1022 & COM-BW-1023. Patch uses Tandy size# 16 Ligne non-rusting snaps with specific spacing to accommodate lightweight polymer holster facilitating removal and insertion for user.

Design and Construction: Armorskin vest with shaped stretch side panels, two-way zippered single welt side openings, 5 military style creases stitched on front and back, Mitered pleated pockets with scalloped flaps, pencil opening on left and right pocket flap, hook and loop closure, Two (2) Napoleon style pocket openings beneath the upper pleated pockets, Fully lined with breathable mesh fabric, Inside shoulder opening for attachment of carrier hook and look shoulder strap, Epaulets, On demand Scotchlite reflective on top edge of front pockets, Badge eyelets with internal support strap, Grosgrain ribbon loops sewn to inside for suspender application.

Customization (Optional) Name Tab, Metal Buttons on fronts, epaulets, and pocket flaps and ArmorSkin suspenders.

Standard Size Range – Unisex: 2XS, XS, XS/S, S, S/M, M, M/L, L, L/XL, XL-6XL Measurements: Size Large Regular: ½ Chest – 23.5; Back Length – 18.625; Front Length – 16.25

Item 56: Armorskin Suspension System

Style: #174

Color: Black

Balances weight of the duty belt between the shoulders and hips and allows for a looser duty belt fit. Durable nylon webbing material with adjustable padding for shoulder comfort.

Quick release hardware to attach to current keepers to allow for easy removal of trousers and duty belt.

Item 57: Ripstop BDU Armor Skin[™] Must provide samples with your Bid Response

Style: #8470

Color: Silver Tan

Garments must be manufactured to ISO 9001 quality assurance standard.

Shell Fabric:

65% Polyester 45% Cotton Ripstop. Machine washable and dry cleanable fabric provides user comfort, uniform appearance, durability, and easy care.

Breathable, 4-way stretch, 5.5 oz. Nylon with Lycra mesh technical knit with high abrasion, pill resistance and anti-microbial finish.

Trim:

Mesh Lining: 100% Polyester Mesh

Interlining: Body: 100% polyester, Front Placket: 50% polyester 50% Cotton.

Body Binding: Self Fabric

Should Binding: 100% Lycra

Hem Binding: 100% Nylon

Hem Facing: 100% Nylon Ripstop with honeycomb printed back

Grosgrain Řibbon: 1" wide

Design and Construction:

Armorskin vest with shaped stretch side panels

Two-way zippered single welt side openings

(2) Upper BDU style patch pockets with asymmetrical flaps

(2) Napoleon style pocket openings beneath the upper patch pockets

Fully lined with breathable mesh fabric

Inside shoulder openings for attachment of carrier hook and look shoulder strap

Mic tab on front placket, between first and second button

Epaulets

Badge eyelets with internal support strap

Grosgrain ribbon loops sewn to inside for suspender application

Measurements:

Unisex: Size Large, Regular

 ½ Chest:
 23.5

 Back Length
 18.625

 Front Length
 16.875

Item 58: Long Sleeve Ripstop ArmorskinTM Base Shirt Must provide samples with your Bid **Response.**

Style: 8471

Color: Silver Tan

Garments must be manufactured to ISO 9001 quality assurance standard.

Shell Fabric:

65% Polyester 45% Cotton Ripstop. Machine washable and dry cleanable fabric provides user comfort, uniform appearance, easy care wicking finish.

100% Polyester Waffle Knit. Machine washable and dry cleanable fabric provides user comfort, uniform appearance, durability, and easy-care wicking and antimicrobial finish

Trim:

Lining: 100% Polyester Satin Mesh Lining: 100% Polvester Mesh Interlining; Small Parts: 100% Polyester, Front Placket: 50% Polyester 50% Cotton Buttons: melamine, 20 ligne, matching shell fabric Velcro: 1" black hook and loop **Design and Construction** Long sleeve pullover shirt with woven fabric sleeves and woven/knit fabric body Set in shoulder design 3-button center front placket with convertible collar Yoke lined with breathable mesh fabric Sleeve cuffs with Velcro closure **Standard Size Range** Men's Sizes – S-M-L, (30-31), (32-33), (34-35), (36-37) **Measurements:** Men's: size Large, regular Neck: 18.5 $\frac{1}{2}$ Chest: 23 32.5 Back Length:

Item 59: Short Sleeve Ripstop ArmorskinTM Base Shirt Must provide samples with your Bid Response. Style: 8472

Color: Silver Tan

Garments must be manufactured to ISO 9001 quality assurance standard.

Shell Fabric:

65% Polyester 45% Cotton Ripstop. Machine washable and dry cleanable fabric provides user comfort, uniform appearance, easy care wicking finish.

100% Polyester Waffle Knit. Machine washable and dry cleanable fabric provides user comfort, uniform appearance, durability, and easy-care wicking and antimicrobial finish

Trim:

Lining: 100% Polyester Satin Mesh Lining: 100% Polyester Mesh Interlining; Small Parts: 100% Polyester, Front Placket: 50% Polyester 50% Cotton Buttons: melamine, 20 ligne, matching shell fabric Velcro: 1" black hook and loop **Design and Construction** Long sleeve pullover shirt with woven fabric sleeves and woven/knit fabric body Set in shoulder design 3-button center front placket with convertible collar Yoke lined with breathable mesh fabric Sleeve cuffs with Velcro closure **Standard Size Range** Men's Sizes – S-M-L, (30-31), (32-33), (34-35), (36-37) **Measurements:** Men's: size Large, regular Neck: 18.5 $\frac{1}{2}$ Chest: 23

Back Length: 32.5

Item 60: Operational Trouser Must provide samples with your Bid Response.

Style: 8835

Color: Silver Tan Garments must be manufactured to ISO 9001 quality assurance standard. **Shell Fabric** 6.7 oz. 65% polyester / 35% cotton fiber blend rip-stop material. Machine washable and dry cleanable cotton blend provides user comfort, uniform appearance, durability, an easy care. Trim: Interlining: 100% polyester **Design and Construction:** Operational trouser Loose fitting through seat and thighs to allow unrestrained movement Closed-seam construction Dress uniform style Two (2) front "L" shaped quarter pockets Two (2) cargo side pockets with center pleat and concealed zipper closure Magazine pocket inside of left cargo pocket Cell phone pocket inside of right cargo pocket Two overlapping single welt hip pockets Left exterior single welt phone pocket Side spot elasticized waistband and snap front closure Silicone shirt grip tape inside waistband Waistband with belt loops inserted at the bottom and tacked to the top Articulated knee design with darts and rear seam. Hemmed **Standard Size Range:** Men's: Regular Length: even waist sizes 28-54; odd sizes 31-37 Women's Regular Length: even dress sizes 0-24 **Measurements:** Regular Length Men's: Waist size 36: ¹/₂ Waist (relaxed): 18.5; ¹/₂ Waist (stretched) 19.5 Seat: 23.5 ¹/₂ Knee: 11.125 ¹/₂ Bottom Leg: 9 Inseam: 37 Out seam: 46.375 Front Rise: 9.375 Back Rise: 10.5 Women's: Regular Length: Dress Size 12 ¹/₂ Waist – (relaxed): 17.25; ¹/₂ Waist - (stretched): 18.25 Seat: 22.5 1/2 Knee: 10.562 ¹/₂ bottom leg: 9.125 Inseam: 35 Out seam: 44 Front Rise: 8.875 Back Rise: 9.75

Item 61: SSH122 Short Sleeve Brown Super Shirt with optional Body Worn.

Style # 8675

FABRIC:

Content – 100% Polyester plain weave tropical weight. Machine washable and dry cleanable polyester provides user comfort, uniform appearance, durability, and easy care. Weight – 4.1-4.6 oz. per square yard Physical Properties:

- Warp Yarn 1/150
- Filling Yarn -2/150
- Picks/inch 51
- Ends/inch 78
- Warp Stretch 9-13
- Filling Stretch 3-7

SIDE KNIT FABRIC:

Content – 92% Nylon 8% Lycra mesh technical knit with high abrasion, pill resistance and anti-microbial finish. Breathable, 4-way stretch.

Weight – 6 oz. per square yard

Physical Properties:

- Pilling Resistance (Face) 5
- Stretch (elongation) 105 x 170
- Bursting Strength, min (psi) 100

Colorfastness:

- Laundering shade change, min 4
- 2A washes fastness 4
- Dry/Wet Crocking 4

TOP FUSING: The following small parts shall be top fused prior to sewing. Plackets, cuffs, collar, pocket flaps and epaulets.

GENERAL DESIGN:

Duty shirt constructed using fabrics with stain release technology & UV protection with side stretch panels for fit and comfort that double as ventilation in the warm weather. Night-time visibility with deployable reflective material and zippered front with mock buttons.

COLLAR:

Points medium spread are to be 3-1/4" in length and are to be topstitched 1/4" from the edge. Back of the stand measures 1-1/4". Permanent stays 2-1/2" in length and 1/4" wide, to be sewn inside collars so that no stitches are made through bottom leaf. Stand shall fasten with one (1) button. Inner stand and inner yoke to be lined with matching 100% Polyester inner lining, cut on the bias, to assure that the collar will lie properly. Collar shall be top fused. Reflective crosswalk trim heat-sealed onto back of collar.

SLEEVES:

Straight style, one piece. The cuffs to be 2-1/4" in width, and to fasten with two-four-hole buttons. The cuff shall be topstitched 1/8" at the bottom, and 1/16" from the edge of the top. An additional stitch shall run across the cuff 1/4" down from the top edge of the cuff. There shall be a sleeve vent opening 4-1/2" long from the top of the cuff. The vent placket shall be 1" wide; and shall close with a button and buttonhole, spaced approximately halfway up the opening. The sleeve seam, as well as the sleeve setting seam (i.e. securing it to be body of the shirt) must be made by a narrow safety stitch, so as to properly strengthen the seam, as well as prevent the fabric from raveling. Cuffs are to be top fused and fully lined to give body by sewing in a self-fabric inner lining, cut straight to retain its shape. Reflective crosswalk trim shall be heat-sealed on the inside edge of cuff.

FRONT:

The front shall have a center facing 1-1/2" wide, extending to the bottom of the shirt and be made of the same material as the shirt fabric with two rows of stitching 1" apart and $\frac{1}{2}$ " from the edge. This center facing shall be top fused to give body. There shall be a 14" Nylon zipper with a compatible colored tape sewn to the front of the shirt, replacing the second, third, fourth, and fifth buttons which are to be sewn on top of the buttonhole on the top center front facing. The buttonholes on the center front shall be placed $\frac{3}{4}$ " from the edge and spaced so that the distance from the center of the button to the center of the next button is 3-1/2". The neck button, first front button and bottom front button shall be functional.

MESH SIDE PANELS:

Mesh panels are sewn into side seam of sleeve and body with 1/16" topstitching around mesh panels. Sleeve mesh panels are sewn at the upper portion of the sleeve seam and measure 2-3/4" at widest part and tapers down 9" long to blend with sleeve seam. Side panels measures 2-3/4" wide top and 4-3/4" at bottom hem and sewn to the side seams of the front and back of shirt. Hem shall be clean finished using double bend back folder with 1/4" top stitching gauge. There is a 1" opening below the notebook pocket on both side seams towards the front.

POCKETS:

To have two (2) hidden napoleon pockets and two (2) breast pockets. Breast pockets to be topstitched 1/16" from the edge, with pointed corners, to finish 5-1/2" wide and 6-1/2" long. The left and right breast pockets shall have a pencil compartment 1-1/4" wide. Breast pockets to have 1-1/2" box pleat stitched top and bottom to prevent spreading. Reflective crosswalk trim heat sealed 3/8" below top edge of pocket.

FLAPS:

Has two (2) scalloped flaps, top-stitched 1/16" from the edge, to finish 5-3/4" in width, 2-3/4" in long at center, 2-1/2" in long at sides. Flaps are secured to the front of the shirt with two (2) rows of stitching 3/16" apart. Left and right flaps have a pencil opening corresponding to pencil compartment in the pocket. Flaps are fully lined to give body, by sewing in a 100% Dacron polyester interlining, 425 weight mellowpress, cut straight. There is to be a button and buttonhole sewn on the flap. The side points of the flaps are to be secured to the pocket by means of Velcro fasteners sewn onto the flaps and pockets, the hook portion being stitched to the pocket and pile portion sewn to the underside of the flap. The pile piece sewn to the flap shall not be sewn through and through the flap, but must be attached during the manufacturing process before the flap is assembled to prevent the stitching from showing.

BADGE SLING:

Is reinforced on the inside of the shirt by means of a strip of shirt material 1-1/2" wide, stitched and folded, so that there are no raw edges. This reinforcement strip is to be set approximately 2" down from the top of the pocket, to be caught in the double stitching of the flap setting stitches and extend and be caught in the joining seam at the front of yoke. To have two small horizontal buttonholes 1-3/8" apart with the button buttonhole 1-1/4" above the top of the left flap.

SHOULDER:

The shoulder strap shall be topstitched 1/16" from the edge and be pointed at the end toward the neck of the shirt. The other end shall be sewn in the sleeve and taper to 1-1/2" wide. The length is to be graduated conforming to the size of the shirt. The strap shall be cross stitched to the shoulder approximately 2" from the sleeve head seam.

BACK YOKE:

One-piece back yoke fully lined with matching Nylon Sateen of Dacron Polyester. The yoke is to measure approximately 4-1/4" high at the center back.

MIC TAB:

A single microphone attachment tab is centered vertically on the front placket, between second and third button.

THREAD:

All thread shall be polyester wrapped on monofilament polyester. Color to match.

STITCHING:

All stitching conforms to Federal Standard 751 specifications (FED-STD-751). All stitch types are sewn at stitch per inch (S.P.I.) rates individually set by operation at no less than 10 S.P.I. and not more than 12 S.P.I. to insure extended sewn wear life. All thread tension is evenly maintained to eliminate right or loose stitching. All seam allowances are to be maintained so that there are no raw edges, run offs, twist, pleats, puckers or open seams.

PERMANENT MILITARY CREASE:

Shirt has permanent 1/16" military stitched-in creases. One crease in each front, extends from hem to shoulder joining seam. Front pockets and flaps are centered over the crease. Crease is not to run through pocket of flap. Three (3) vertical creases in back; middle crease on center back line and side creases spaced equally from center crease.

BODY CAMERA ATTACHMENT:

Customized access to holster and phone/camera uses YKK brand #3 reverse tape coil zipper currently on front of shirt. Camera access is from wearer's right-side front of placket, under top placket, to attachment location on wearers left side for men & women. Placement of camera holster and patch is specific for optimal performance of equipment and stability of application. Main eye-hole is created by using a Stimpston non-rusting metal #5.5 @ 11/16" rolled rim grommet and washer. Velcro USA hook and loop patch with two width measurements; one for in-production addition or second for post-production customization add-in; ref: COM-BW-1022 & COM-BW-1023. Patch uses Tandy size# 16 Ligne non-rusting snaps with specific spacing to accommodate lightweight polymer holster facilitating removal and insertion for user

SIZES:

Permanent size marking giving neck size to be located inside of collar.

CARE LABEL:

Care instructions to be on hem of shirt in front.

PRESSING & FINISHING:

Shirt shall be carefully pressed by hand in a first-class manner. All loose threads to be thoroughly trimmed.

STANDARD SIZE RANGE:

Men's: 14.5 – 20.5, (30-31), (32-33), (34-35), (36-37), (38-39) Sleeve Lengths Women's: 30-54, Short and Regular Lengths

MEASUREMENTS:

Men's: Size 15.5, Regular

Neck: 1/2 Chest:	16.75 23	(plus or minus 0.25 inches) (plus or minus 0.75 inches)
Back Length:	32.5	(plus or minus 0.5 inches)
Women's: size 36, regular Neck: 1/2 Chest: Back Length:	15 20.875 28.5	(plus or minus 0.5 inches) (plus or minus 0.75 inches) (plus or minus 0.5 inches)

Item 62: SSH122 Long Sleeve Sleeve Brown Super Shirt with optional Body Worn.

Style # 8670

FABRIC:

Content – 100% Polyester plain weave tropical weight. Machine washable and dry cleanable polyester provides user comfort, uniform appearance, durability, and easy care.

Weight – 4.1-4.6 oz. per square yard

Physical Properties:

- Warp Yarn 1/150
- Filling Yarn 2/150
- Picks/inch 51
- Ends/inch 78
- Warp Stretch 9-13
- Filling Stretch 3-7

SIDE KNIT FABRIC:

Content – 92% Nylon 8% Lycra mesh technical knit with high abrasion, pill resistance and anti-microbial finish. Breathable, 4-way stretch.

Weight – 6 oz. per square yard

Physical Properties:

- Pilling Resistance (Face) 5
- Stretch (elongation) 105 x 170
- Bursting Strength, min (psi) 100

Colorfastness:

- Laundering shade change, min 4
- 2A washes fastness 4
- Dry/Wet Crocking 4

TOP FUSING: The following small parts shall be top fused prior to sewing. Plackets, cuffs, collar, pocket flaps and epaulets.

GENERAL DESIGN:

Duty shirt constructed using fabrics with stain release technology & UV protection with side stretch panels for fit and comfort that double as ventilation in the warm weather. Night-time visibility with deployable reflective material and zippered front with mock buttons.

COLLAR:

Points medium spread are to be 3-1/4" in length and are to be topstitched 1/4" from the edge. Back of the stand measures 1-1/4". Permanent stays 2-1/2" in length and 1/4" wide, to be sewn inside collars so that no stitches are made through bottom leaf. Stand shall fasten with one (1) button. Inner stand and inner

yoke to be lined with matching 100% Polyester inner lining, cut on the bias, to assure that the collar will lie properly. Collar shall be top fused. Reflective crosswalk trim heat-sealed onto back of collar.

SLEEVES:

Straight style, one piece. The cuffs to be 2-1/4" in width, and to fasten with two-four-hole buttons. The cuff shall be topstitched 1/8" at the bottom, and 1/16" from the edge of the top. An additional stitch shall run across the cuff 1/4" down from the top edge of the cuff. There shall be a sleeve vent opening 4-1/2" long from the top of the cuff. The vent placket shall be 1" wide; and shall close with a button and buttonhole, spaced approximately halfway up the opening. The sleeve seam, as well as the sleeve setting seam (i.e. securing it to be body of the shirt) must be made by a narrow safety stitch, so as to properly strengthen the seam, as well as prevent the fabric from raveling. Cuffs are to be top fused and fully lined to give body by sewing in a self-fabric inner lining, cut straight to retain its shape. Reflective crosswalk trim shall be heat-sealed on the inside edge of cuff.

FRONT:

The front shall have a center facing 1-1/2" wide, extending to the bottom of the shirt and be made of the same material as the shirt fabric with two rows of stitching 1" apart and $\frac{1}{2}$ " from the edge. This center facing shall be top fused to give body. There shall be a 14" Nylon zipper with a compatible colored tape sewn to the front of the shirt, replacing the second, third, fourth, and fifth buttons which are to be sewn on top of the buttonhole on the top center front facing. The buttonholes on the center front shall be placed $\frac{3}{4}$ " from the edge and spaced so that the distance from the center of the button to the center of the next button is 3-1/2". The neck button, first front button and bottom front button shall be functional.

MESH SIDE PANELS:

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POCKETS:

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FLAPS:

Has two (2) scalloped flaps, top-stitched 1/16" from the edge, to finish 5-3/4" in width, 2-3/4" in long at center, 2-1/2" in long at sides. Flaps are secured to the front of the shirt with two (2) rows of stitching 3/16" apart. Left and right flaps have a pencil opening corresponding to pencil compartment in the pocket. Flaps are fully lined to give body, by sewing in a 100% Dacron polyester interlining, 425 weight mellowpress, cut straight. There is to be a button and buttonhole sewn on the flap. The side points of the flaps are to be secured to the pocket by means of Velcro fasteners sewn onto the flaps and pockets, the hook portion being stitched to the pocket and pile portion sewn to the underside of the flap. The pile piece sewn to the flap shall not be sewn through and through the flap, but must be attached during the manufacturing process before the flap is assembled to prevent the stitching from showing.

BADGE SLING:

Is reinforced on the inside of the shirt by means of a strip of shirt material 1-1/2" wide, stitched and folded, so that there are no raw edges. This reinforcement strip is to be set approximately 2" down from the top of the pocket, to be caught in the double stitching of the flap setting stitches and extend and be caught in the joining seam at the front of yoke. To have two small horizontal buttonholes 1-3/8" apart with the button buttonhole 1-1/4" above the top of the left flap.

SHOULDER:

The shoulder strap shall be topstitched 1/16" from the edge and be pointed at the end toward the neck of the shirt. The other end shall be sewn in the sleeve and taper to 1-1/2" wide. The length is to be graduated conforming to the size of the shirt. The strap shall be cross stitched to the shoulder approximately 2" from the sleeve head seam.

BACK YOKE:

One-piece back yoke fully lined with matching Nylon Sateen of Dacron Polyester. The yoke is to measure approximately 4-1/4" high at the center back.

MIC TAB:

A single microphone attachment tab is centered vertically on the front placket, between second and third button.

THREAD:

All thread shall be polyester wrapped on monofilament polyester. Color to match.

STITCHING:

All stitching conforms to Federal Standard 751 specifications (FED-STD-751). All stitch types are sewn at stitch per inch (S.P.I.) rates individually set by operation at no less than 10 S.P.I. and not more than 12 S.P.I. to insure extended sewn wear life. All thread tension is evenly maintained to eliminate right or loose stitching. All seam allowances are to be maintained so that there are no raw edges, run offs, twist, pleats, puckers or open seams.

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SIZES:

Permanent size marking giving neck size to be located inside of collar.

CARE LABEL:

Care instructions to be on hem of shirt in front.

PRESSING & FINISHING:

Shirt shall be carefully pressed by hand in a first-class manner. All loose threads to be thoroughly trimmed.

STANDARD SIZE RANGE:

Men's:14.5 - 20.5, (30-31), (32-33), (34-35), (36-37), (38-39)Sleeve LengthsWomen's:30-54, Short and Regular Lengths

MEASUREMENTS:

Men's: Size 15.5, Regular		
Neck:	16.75	(plus or minus 0.25 inches)
1/2 Chest:	23	(plus or minus 0.75 inches)
Back Length:	32.5	(plus or minus 0.5 inches)
Women's: size 36, regular Neck: 1/2 Chest: Back Length:	15 20.875 28.5	(plus or minus 0.5 inches) (plus or minus 0.75 inches) (plus or minus 0.5 inches)

BID RESPONSE FORM BID #WG19-22 Provision of Uniforms

Date:								
Out Of State _	Yes	or	No	If yes, _	Regist	tration N	Jumbe	er
Company Nan	ne:							
Address:								
Company Rep								
Position:								
Phone:								
Fax:								
Email:								
Financing thro	ough ano	ther ag	ency be	side you	urself _	Yes	or	xx No

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

Financing Agency Authorized Signature

A BID GUARANTEE OF \$500.00 MUST BE INCLUDED WITH YOUR BID.

THIS PAGE MUST ACCOMPANY THE DETAILED ITEM LISTING, ALONG WITH THE REQUIRED CATALOGS AND SAMPLES.

Item	# Description	Style	Cost p/each
1	Convertible Jacket	Brookwood	
_		5.11 Style 48125	
2	Raincoat Reversible Hi Visibility	Reversible	
3	Shirt, Men L/S	Flying Cross FC- 33W7800Z	
4	Sheriff Logo Safety Vest (w/Optional Body Worn)	Oralite Zip-Front 343R-S	
	Optional Body Worn		
5	Trousers, Men	Fechheimer42283	
6	Trousers, Women	Flying Cross/ Fechheimer 47293	
7	Tie	55% Poly/45% Wool	
8	Serving Since N/Plate	Blackinton J4	
	Serving Since N/Plate	Blackinton J6	
9	Emblems Sheriff Patch	samples provided	
	Small Sheriff Patch	Samples provided	
	Deputy Patch	Samples provided	
	Correction Patch	Samples provided	
	Court Security Patch	samples provided	
10	Outer Weave Gun Belt #94	Safariland #94	
11	Inner Basket Weave Gun Belt #99	Safariland #99	
12	Rank Insignia Blackinton Capt.	Blackinton A1975	
	Blackinton Lieutenant	Blackinton A1973	
	Blackinton Corporal	Blackinton A8765A	
	Blackinton Sergeant	BlackintonA8765	
	Blackinton A982-3 Gold Oak Leaf	Blackinton A982-3	
	Blackinton A2015 Gold Eagles	Blackinton A2015	
	Blackinton A5697 Gold 3/4" Star	Blackinton A5697	
	Blackinton A3941 Gold 5/16" CHIEF	Blackinton A3941	
	Blackinton CB020 Custom Insignia 3/8" Gold "BCSO"	Blackinton #15	
13	Sheriff Straw Hat (Campaign Style)	Stratton S-40	
14	Hat Straps	Stratton ST-3P-BK	
15	Gold Cords w/Acorns	Stratton CD-GD	
16	Trooper Hat Raincover	Premier - 9000 Series	
		Flexfit Mid-Profile Cap	
17	Cap- Flexfil Mid-Profile Cap	Z5001	
18	Shoes Women's Oxfords	Style G8732	
19	Shoes Bates #942	Bates 942	
20	Women's Bates High Gloss Durashock oxford	Item#742	
21	Rocky TMC Duty Shoes 5001	Rocky 5001 TMC Duty	
22	Men's Propper RIPSTOP Battle Dress (BDU) Trouser	Propper F5250	

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23	Men's Proper Ripstop Lightweight Long Sleeve Tactical Dress Shirt Uniform (BDU)	Proper F5302-38	
20	Men's Propper Ripstop Lightweight Short Sleeve		
24	Tactical Dress Uniform (BDU)	Propper F5301-38	
25	Ripstop Boonie Hat Proper	Propper# 550155001	
26	Ripstop TDU Shirt – Long Sleeve – OD Green & Khaki	5.11 Tactical #72054	
20	Ripstop TDU Shirt – Long Sleeve – OD Green	5.11 Tacilcal #72034	
	Khaki with 5.11 Tactical Chroma Flex Template Badges 5 Point Star	5.11 Tactical Chroma Flex #81030	
	Ripstop TDU Shirt – Short Sleeve – OD Green & Khaki	5.11 Tactical #81030	
	Ripstop TDU Shirt – Short Sleeve – OD Green & Khaki with 5.11 Tactical Chroma Flex Template Badges 5 Point Star	5.11 Tactical Chroma Flex #81030	
27	Ripstop TDU Pants – OD Green, Khaki	5.11 Tactical 74003	
28	Belt	Bianchi 7200	
29	Belt Model #7950	Bianchi 7950	
30	Belt Liner Model #7205	Bianchi 7205	
31	Gloves	RFK-300	
32	Jacket w/fleece lining	Port Authority-JP54	
33	H20 Proof All Season Rain Parka- Black	Tru-Spec #2492	
34	Polar Fleece Jacket- Black	Tru-Spec #2434	
35	5.11 Tactical Packable Police Jacket (raid)		
	(Optional SHERIFF on the back)		
36	Recessed Badge Holder with belt clip	Perfect Fit #BD023	
37	Recessed Badge Holder Wallet	Smith and Warren B100	
38	Magazine Holder	Safariland #77-83-4HS	
39	Handcuff Holder	Safariland #90-4HS	
40	Flashlight Holder	Safariland #306	
41	Holster (Right Hand) Glock .22	Safariland #6360-832-481 ALS Level III	
42	Holster (Left Hand) Glock .22	Safariland #6360-832-482 ALS Level III	
43	Holster (Right Hand) Glock .23	Safariland #6360-2832- 481	
44	Holster (Left Hand) Glock .23	Safariland #6360-2832- 482	
45	Belt Keepers #6406	Bianchi 6406	
46	Belt Keepers #62-4HS	Safariland 62-4HS	
47	Baton (ASP)	ASP 26" F26B	
48	5.11 Tactical Polo Shirts – Blk, Hun Grn, Tan, Red, Whi	5.11 Tactical Style #71049	
	5.11 Tactical ChromaFlex Template Badge	#81030	
49	5.11 Tactical Polo Shirts – Women's Blk,Hun Grn, Tan, Red, White	5.11 Tactical Style#61165	
	5.11 Tactical ChromaFlex Template Badge	#81030	
	5.11 Tactical ChromaFlex Template Badge	#81030	
50	5.11 Tactical Leather Casual Belt	5.11 Leather Casual	
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51	Under Armor Tactical Stealth Beanie	Under Armor Beanie	
52	BDU Pocket Trouser – Multi Cam		
53	Short Sleeve Street Shirt - Brown	Style# 8972	
54	Long Sleeve Street Shirt – Brown	Style# 8971	
55	Armorskin Vest – Sheriff Brown (w/Optional Body Worn)	Style# 8970	
	Optional Body Worn		
56	Armorskin Suspension System – Black	Style# 174	
57	Ripstop BDU Armorskin – Color: Silver Tan	Style# 8470	
58	Long Sleeve Ripstop Armorskin Base Shirt – Color: Silver Tan	Style# 8471	
59	Short Sleeve Ripstop Armorskin Base Shirt - Color: Silver Tan	Style# 8472	
60	Operational Trouser – Color: Silver Tan	Style# 8835	
61	SSH122 Short Sleeve Brown Super Shirt (w/Optional Body Worn)	Style # 8675	
	Optional Body Worm		
62	SSH1221 Long Sleeve Brown Super Shirt (w/Optional Body Worn)	Style# 8670	
	Optional Body Worn		



Agenda Action Form

File #: 19-0539, Version: 1

Item #: B7

Meeting Type: BCC Work Session Meeting Date: 1/22/2019 Item Status: New From: Wanda Gautney, Purchasing Director/Terri Graham, Solid Waste Director Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG19-23 - Provision of Off-Site Printing, Mailing and Automated Management of the Quarterly Statements/Late Notices for Baldwin County Solid Waste Collections

STAFF RECOMMENDATION

Take the following actions:

1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for Provision of Off-Site Printing, Mailing and Automated Management of the Quarterly Statements/Late Notices for Baldwin County Solid Waste Collections; 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 Off-Site Printing, Mailing and Automated Management of the Quarterly Statements/Late Notices for Baldwin County Solid Waste Collections. 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: 02/05/2019

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 #WG19-23 SPECIFICATIONS

The Baldwin County Commission – Baldwin County Solid Waste is soliciting bids for Off Site Printing, Mailing, and Automated Management of the statements and past due notices for Garbage Collections Services. These two types of statements/notices are referenced generically throughout these Bid Specifications as "statements".

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

Bidder shall give unit prices as indicated on the Bid Response Form. The price shall include all applicable charges, to include but not limited to all setup charges including programming, preprinted forms, envelopes, services provided, etc.

Award will be to the lowest responsible bidder meeting specifications. Is it not the policy of the Baldwin County Commission to purchase on the basis of low bid only. Quality, conformity with specifications, purpose for which required, terms of delivery and fast service and experience are among the factors that will be considered in determining the responsive bidder.

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.

INTENT TO AWARD TO ONE BIDDER

It is the County's intent to award the bid to one Bidder.

It is the intent of the Baldwin County Commission to award this contract for a twelve (12) calendar month period. However, the Baldwin County Commission may, at their option and in agreement with the Successful Bidder, renew the contract for up to two (2) additional years (2020 and 2021), in twelve (12) month increments. The Baldwin County Commission will, in writing, notify the Contractor thirty (30) days prior to expiration of the 2019 contract with its intend to extend the contract. The prices for 2019 shall also apply to the extension period(s).

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

HOURS OF OPERATION

The Baldwin County Solid Waste's Office normal hours of operation are 8:00am to 4:30pm. Vendor must adhere to the hours of operation to accommodate effective and timely communications.

VENDOR MINIUMUM QUALIFICATIONS

- A. The Vendor shall specify and provide a dedicated primary contact to work with the Baldwin County Solid Waste Administrative Office Staff during the initial setup phase, testing, and throughout the actual mailing phases of the statements/ notices during the year.
- B. The Vendor shall document that they have sufficient knowledge, experience, and capacity to fulfill the requirements of this bid by providing at least three references

(include contact names and phone numbers) of projects similar in size and scope to this Bid. Provide any additional information that you believe to be relevant to this Bid and your capabilities to provide the services requested (e.g., product brochures, articles in trade journals, etc.).

- C. The Vendor shall have sufficient facilities and a comprehensive continuity of services plan that will ensure continued uninterrupted service even following a disaster event.
- D. The Vendor acknowledges that some of the information being processed may be confidential and as such will treat all information as confidential information. The Vendor will have policies and procedures in place to ensure that confidentiality is maintained and will not release any information or use it for purposes outside those specific to fulfilling the requirements of this Bid.

MINIUMUM SERVICE REQUIREMENTS

- A. The Vendor must accept data files in the format created from the County's software solution, which is currently CORE Computing Solutions, Inc. These will be provided as ASCII Flat Text files. A file layout/data definition will be provided that describes the data field locations. There will be a separate data file generated for each of the billing group statements/notice types. The Vendor must be able to pull the variable statement data from the format(s) provided and convert it into the format(s) that they require. The County will not make changes in order to conform to specific Vendor imposed format requirements.
- B. The Vendor must provide a secure web site or ftp site to accept the Monthly upload of statement data files. The methodology utilized must provide for an end to end secure encrypted connection for the upload. If any specialty software or certificates are required in order to utilize the service, the Vendor must furnish those at no additional cost to the County.
- C. The Vendor must maintain and utilize current technology for post automation and highspeed processing systems to ensure that the mail is presorted and run at the highest discount rate obtainable for the County. This will include, but is not limited to, performing CASS Certification and NCOA processing of the statement mailing addresses. The Vendor will be responsible for using the mailing address information in the format and order provided by the County, to then perform any sorting, parsing, or manipulation required to get the information in the proper format to produce the desired results. The Vendor will generate Intelligent Mail Bar Code and print it appropriately on all mailings.
- D. The Vendor must utilize ACS post mailing services to receive electronic notification of change-of-address and other non-delivery reasons to reduce manual address notifications. The Vendor must provide an electronic report or portal access to this return information for the County. The Vendor will utilize this and any other viable means to provide a continuous process of mailing address quality improvement to the County.
- E. Statements shall be created on 8.5 x 11 white paper with a minimum of 20# bond, with black ink. The late notice will have a shaded area for the "Past Due" statement to be highlighted. The paper must have perforations appropriate to the layout of the specific statement type that provides a citizen returnable portion. The citizen returnable portion must have all the pertinent information to process the payments, including

account/statement identifier information that will be used for OCR purposes. The front of the Statement will contain the variable information which is to be laid out and merged with appropriate headings, logos, and other static statements. The front of the Statement will contain a section where a variable message/comment provided by the County can be printed on all Statements for that specific type of statements and month. The Vendor must work with the County on the final design of the Statements and must provide the County with examples and Proofs for final design approval.

- F. The County will require certain account/statement identifier information to be printed in a consistent location on the citizen returnable portion of the Statements. This information will be used by the County's lockbox service vendor for OCR (optical character recognition) scanning during their processing of payments.
- G. The Vendor will fold, insert, and seal the notices in a #10 envelope that shows the appropriate mailing address, return address, and Intelligent Mail Barcode. The Vendor will also insert a #9 return envelope with the appropriate County return address information for the specific statement type.
- H. The Vendor will have the capability to print and insert an additional single 8.5 x 11 static letter sheet into all envelopes for a monthly mailing of a statement billing group(s). This will be used in cases when it is desired by the County to furnish additional information to the citizen that will not fit into the message/comment section of the Notice. This will be on white paper, single sided, with black ink only. This will be a separate billable component should the County chose to use this option on a mailing. There is a separate component on the Bid Response Form to specify the Vendor bid for this component.
- 1. The Vendor will presort, tray, and prepare the Invoices such that the County receives the maximum postage discount available. The Vendor will deliver the Invoices to the appropriate bulk mailing area of the Post Office and ensure they are accepted by the Post Office.
- J. The Statements must be processed and mailed within three (3) business days after receiving the data files from the County.
- K. The Vendor will work with the County to identify and implement quality control measures to ensure that all data provided by the County is processed. This may include but is not limited to utilizing hash totals, counts, or other control methods. The Vendor will provide access to a digital copy of the Statements for review and approval by the County prior to the notices being printed. The County will be provided access to a digital copy of the final Statements that can be accessed online or downloaded for future reference.
- L. The Vendor will provide Automated Notice Management tools via a website to aid the County in submitting Statement data, managing mailing address corrections, accessing Statements for review and approval, and for other functions that will enhance the services being provided.
- M. The Vendor will provide the County with an immediate report after processing the invoice file, which will give a breakdown of the cost of the postage for that run. The County will only pay the actual postage cost; mark up of postage fees will not be allowed.

N. The pricing provided on the Bid Response Form must be all inclusive of setup costs, forms costs, envelope costs, printing, address certification, delivery to the post office, and all other materials and services required to fulfill the requirements of this Bid.

Month	Quarterly/monthly Statements Estimated Count	Late Notices Estimated Count
January	10,500	2,800
February	10,500	2,800
March	10,500	2,800
April	10,500	2,800
May	10,500	2,800
June	10,500	2,800
July	10,500	2,800
August	10,500	2,800
September	10,500	2,800
October	10,500	2,800
November	10,500	2,800
December	10,500	2,800

O. The following table is a breakdown of the estimated monthly volume.

BID#WG19-23 RESPONSE FORM Off Site Printing, Mailing, and Automated Management of the Quarterly Statements/Notices for Baldwin County Solid Waste Collections Page 1 of 2

Date:
Out of State or If yes, Yes No Registration Number
Company Name:
Address:
Company Rep
(Rep. Name Typed or Printed)
Position:
Phone:
Fax:
Email:
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

Any brochures or specification material that is being offered should be attached to this Response Form. Reference Information on at least three projects similar in size and scope (including contact names and phone numbers) should be attached to this Response Form.

BID #WG19-23 RESPONSE FORM Off Site Printing, Mailing, and Automated Management of the Quarterly Statements/Notices for Baldwin County Solid Waste. Page 2 of 2

1. Statements - Approximate Quantity of each mailing per details listed in the Bid **Specifications**

@ \$_____/ each

Optional

2. Additional Cost per envelope for printing and inserting an additional 8.5 x11 letter sheet as described in paragraph H of these Bid Specifications. This will only be billable if the County chooses to use this optional feature for a specific monthly mailing of a specific invoice notice type.

@ \$_____/ each



Agenda Action Form

File #: 19-0572, Version: 1

Item #: B8

Meeting Type: BCC Work Session Meeting Date: 1/22/2019 Item Status: New From: Wanda Gautney, Purchasing Director/Junius Long, Building Facilities Coordinator Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG18-35 - Renovations of the Restrooms in the Baldwin County Satellite Courthouse Located in Foley, Alabama for the Baldwin County Commission

STAFF RECOMMENDATION

Approve attached **Change Order #3** in the amount of **\$1,233.00** with **Highland Wake Construction**, **LLC**, for the Renovations of the Restrooms in the Baldwin County Satellite Courthouse located in Foley, Alabama, and authorize the Chairman to execute the Change Order.

BACKGROUND INFORMATION

Previous Commission action/date:

<u>11/20/2018 meeting:</u> Approve attached Change Order #2 in the amount of \$746.92 with Highland Wake Construction, LLC, for the Renovations of the Restrooms in the Baldwin County Satellite Courthouse located in Foley, Alabama, and authorize the Chairman to execute the Change Order.

<u>11/06/2018 meeting:</u> Approved Change Order #1 in the amount of \$5,544.00 with Highland Wake Construction, LLC, for the Renovations of the Restrooms in the Baldwin County Satellite Courthouse located in Foley, Alabama, and authorized the Chairman to execute the Change Order.

<u>08/21/2018 meeting:</u> Awarded Bid #WG18-35 - Renovations of the Restrooms in the Baldwin County Satellite Courthouse located in Foley, Alabama to the lowest bidder, Highland Wake Construction, LLC, in the bid amount of \$110,697.23; Completion Time: 105 Calendar Days; and authorize the Chairman to execute the Contract.

<u>07/03/2018 meeting:</u> 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the renovations of the restrooms located in the Foley Satellite Courthouse; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

Background: The Building Facilities Coordinator, Junius Long is submitting for Commission approval, Change Order #3 in the amount of \$1,233.00 to relocate drain piping under two (2) sinks to

File #: 19-0572, Version: 1

fall in line with sink drains and to relocate two (2) water heaters to be accessible from the drop ceiling in the restrooms located in the Court Sections of the Foley Courthouse. The original construction cost is \$110,697.23 including Change Order #1, #2, and #3 the new cost will be \$118,221.15.

FINANCIAL IMPACT

Total cost of recommendation: \$1,233.00

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: 02/05/2019

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

Action required (list contact persons/addresses if documents are to be mailed or emailed): Letter to Contractor and Change Order signed

Additional instructions/notes: N/A

CHANGE ORDER

Order No. ____ 3

Date: January 16, 2019

Agreement Date: September 12, 2018

NAME OF PROJECT: <u>Competitive Bid #WG18-35 – Renovations of Restrooms at the</u> <u>Baldwin County Satellite Courthouse located in Foley, AL</u>

OWNER:	Baldwin County Commission			
CONTRACTOR:	Highland Wake Construction.	, LLC		
The following changes	are hereby made to the CONTRA	CT DOCUMENT	'S:	
ADD: Relocate drain piping under 2 sinks to fall in line with sink drain. Relocate 2 water heaters to be accessible from the drop ceiling.				
	TO	ΓAL	\$ 1,233	.00
The (Contract Price) pr The new (Contract Pric The new (CONTRACT	ACT PRICE) Ily authorized Change Orders ior to this Change Order was e) will be (increased) by this Cha PRICE) including this CHANGE Highland Wake Con Kells A.	E ORDER will be		92 9.15 9.00 1.15
	Kell Humm			
0 WNER.				



Prime Contract Change Order (CO)

Dania au di					
Project #	02-2018-05		Prime Contract Ci		
Title	Competitive Bid #WG18-35 - Renovations of the		CO #	003	
Address	201 East Section Avenue		Issue Date	16-Jan-2019	
			Subject	Piping and Water Heater Reloca	ation
City, State, Zip	Foley, Alabama 36535				
Country	United States				
			L		
Owner/Customer			Contractor /Prima	Contract Company	
Contact	Wanda Gautney	and the second second	Contact		
Company	Baldwin County Commission		Company	Kelly Ainsworth	
Address	312 Courthouse Square		and the second sec	Highland Wake Construction, L	LC
	Suite 15		Address	501 South McKenzie Street	
City, State, Zip	Bay Minette, Alabama 36507	1		Suite 2	
Country	United States		City, State, Zip	Foley, AL 36535	
Phone			Country	United States	
Fax	(251) 937-0264		Phone	(251) 968-9253	
. ал	(251) 580-2500		Fax	(251) 968-9254	
Relocate drain piping u	o make the following changes to this Contract: nder 2 sinks to fall in line with sink drain. s to be accesseble from the drop ceiling]			
Relocate drain piping u Relocate 2 water heater	nder 2 sinks to fall in line with sink drain. s to be accesseble from the drop ceiling				
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Agenda Action Form

File #: 19-0541, Version: 1

Item #: B9

Meeting Type: BCC Work Session Meeting Date: 1/22/2019 Item Status: New From: Ronald J. Cink, Budget Director Submitted by: Christie Davis, Senior Budget Accountant

ITEM TITLE

Baldwin County Soil and Water Conservation District - Fiscal Year 2018 Appropriation for the Watershed Coordinator Position

STAFF RECOMMENDATION

Staff is requesting that the Commission discuss the following and determine what actions should be taken:

- 1. Discuss/determine if the FY 2018 budget appropriation of \$41,500.00 to the Baldwin County Soil & Water Conservation District (BCSWCD) should be paid; and
- 2. If the Commission wishes to pay the FY 2018 appropriation, staff is requesting guidance from legal counsel regarding whether a new appropriation agreement or other legal document is necessary.

BACKGROUND INFORMATION

Previous Commission action/date: 09/19/2017

Background: The Commission appropriated \$41,500.00 in the Fiscal Year 2018 (10/1/2017 - 09/30/18) budget as funding towards a Watershed Coordinator position with the Baldwin County Soil & Water Conservation District (BCSWCD) during regular session on 09/19/2017. The position was estimated to actually cost around \$81,000.00. During Budget deliberations for Fiscal Year 2018, the Commission expressed to BCSWCD that they would only write the check for \$41,500.00 when BCSWCD could show they had received funds from other sources to help fully fund the position (the full \$81,000.00). In a letter dated 07/31/2018, BCSWCD asked for the \$41,500.00, but Commissioner Dorsey, Finance Chair, instructed staff to withhold it because they did not provide documentation to support adequate funding from other sources. BCSWCD emailed staff on 01/07/2019 asking for the \$41,500.00 and provided letters of support indicating that a majority of the match funding had been secured. The original appropriation agreement expired on 09/30/2018.

File #: 19-0541, Version: 1

FINANCIAL IMPACT

Total cost of recommendation: \$41,500.00

Budget line item(s) to be used: miscellaneous appropriations/fund balance

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: Legal Counsel was emailed regarding this item on 01/07/2019

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: Christie Davis, Senior Budget Accountant will coordinate any/all follow-up.

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

Additional instructions/notes: N/A



COUNTY COMMISSION

BALDWIN COUNTY 312 Courthouse Square, Suite 12 Bay Minette, Alabama 36507 (251) 580-2564 (251) 580-2500 Fax agary@baldwincountyal.gov www.baldwincountyal.gov October 3, 2017

ANU GARY Records Manager

MONICA E. TAYLOR Assistant Records Manager

Mr. Bill Penry Chairman Baldwin County Soil and Water Conservation District 207 Faulkner Drive Bay Minette, Alabama 36507

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

Dear Mr. Penry:

Please find enclosed a **fully executed** <u>original</u> *Agreement* approved during the September 19, 2017, Baldwin County Commission meeting. This *Agreement* appropriates county public funds (as follows) for activities benefiting a myriad of public purposes as set forth within the *Agreement*:

Baldwin County Soil and Water Conservation District (\$75,500.00; \$41,500.00)

The term of the *Agreement* shall commence on October 1, 2017, and expire on September 30, 2018, and may be terminated per the parameters as set forth therein.

If you have not received a check within forty-five (45) days of receipt of this correspondence, please contact Eva Cutsinger, Senior Accountant, at (251) 580-2521.

If you have any questions or need further assistance, please do not hesitate to contact Ron Cink, County Administrator/Budget Director, at (251) 580-2550.

Sincerely,

ANU GARY, Records Manager Baldwin County Commission

AG/met Item BA1

cc: Ron Cink Christie Davis Kim Creech Eva Cutsinger

ENCLOSURE

STATE OF ALABAMA

)

COUNTY OF BALDWIN)



AGREEMENT

WHEREAS, the BALDWIN COUNTY SOIL AND WATER CONSERVATION DISTRICT (hereinafter referred to as "BC SOIL AND WATER CONSERVATION DISTRICT") is a governmental subdivision of the State of Alabama and public body corporate and politic organized in accordance with, and exercising those powers conferred by, Section 9-8-20 through Section 9-8-32 of the <u>Code of Alabama</u> (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 powers exercised by the BC SOIL AND WATER CONSERVATION DISTRICT as authorized at Section 9-8-25 of the <u>Code of</u> <u>Alabama</u> (1975) including the authority for the BC SOIL AND WATER CONSERVATION DISTRICT to cooperate or enter into agreements with any agency, governmental or otherwise, or any owner or occupier of lands within the BC SOIL AND WATER CONSERVATION DISTRICT in the carrying on of erosion control and prevention operations within the BC SOIL AND WATER CONSERVATION DISTRICT; and

WHEREAS, furthermore, in recognition of the aforementioned, the COMMISSION, by and through their Baldwin County Fiscal Year 2017-2018 Budget, approved a one-time total funding appropriation of Seventy-five Thousand Five Hundred Dollars (\$75,500.00) to aid the BC SOIL AND WATER CONSERVATION DISTRICT in the continuation of its public purposes in Baldwin County, Alabama, as enumerated at Section 9-8-20 through Section 9-8-32 of the Code of Alabama (1975), specifically, as funding assistance for the carrying on of erosion control and prevention operations within the BC SOIL AND WATER CONSERVATION DISTRICT, which includes the geographic limits of Baldwin County, Alabama, benefiting public soil and water conservation efforts in Baldwin County, Alabama, and, furthermore, the COMMISSION approved a one-time funding appropriation of up to but not exceeding Forty-one Thousand Five Hundred Dollars (\$41,500.00) to aid the BC SOIL AND WATER CONSERVATION DISTRICT in the continuation of its public purposes in Baldwin County, Alabama, as enumerated at Section 9-8-20 through Section 9-8-32 of the Code of Alabama (1975), specifically, as funding assistance in the employment of a Water Shed Project Coordinator with the one-time appropriation of the Forty-one Thousand Five Hundred Dollars (\$41,500) being contingent upon the employment of a Water Shed Project Coordinator by the BC SOILD AND WATER CONSERVATION DISTRICT and only available towards the cost of said Water Shed Project Coordinator's salary, benefits, and travel costs; and

WHEREAS, further, the COMMISSION makes such one-time total funding appropriation to the BC SOIL AND WATER CONSERVATION DISTRICT respecting that the Supreme Court of the State of Alabama has ruled that Section 94 of the <u>Constitution of Alabama 1901</u>, 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 BC SOIL AND WATER CONSERVATION DISTRICT shall continue to carry on erosion control and prevention operations within the geographic limits of Baldwin County, Alabama, benefiting public soil and water conservation efforts in Baldwin County, Alabama.
- 3. All BC SOIL AND WATER CONSERVATION DISTRICT facilities, services and activities shall be made available to the general public.
- 4. The BC SOIL AND WATER CONSERVATION DISTRICT shall have a nondiscriminatory policy, and its facilities, services and activities shall be available to the general public regardless of race, age, sex, disability or religion.
- 5. The COMMISSION shall assist the BC SOIL AND WATER CONSERVATION DISTRICT as follows:
 - a. A one-time total funding appropriation of Seventy-five Thousand Five Hundred Dollars (\$75,500.00) to be used specifically as funding assistance for the carrying on of erosion control and prevention operations within the BC SOIL AND WATER CONSERVATION DISTRICT, which includes the geographic limits of Baldwin County, Alabama, benefiting public soil and water conservation efforts in Baldwin County, Alabama, and in the furtherance of its public purposes in Baldwin County, Alabama, as enumerated at Section 9-8-20 through Section 9-8-32 of the <u>Code of Alabama</u> (1975).
 - b. A one-time funding appropriation of up to but not exceeding Forty-one Thousand Five Hundred Dollars (\$41,500.00) to aid the BC SOIL AND WATER CONSERVATION DISTRICT in the continuation of its public purposes in Baldwin County, Alabama, as enumerated at Section 9-8-20 through Section 9-8-32 of the <u>Code of Alabama</u> (1975), specifically, as funding assistance in the employment of a Water Shed Project Coordinator with the one-time appropriation of the Forty-one Thousand Five Hundred Dollars (\$41,500) being contingent upon the employment of a Water Shed Project Coordinator by the BC SOILD AND WATER CONSERVATION DISTRICT and only available towards the cost of said Water Shed Project Coordinator's salary, benefits, and travel costs.
- 6. The BC SOIL AND WATER CONSERVATION DISTRICT expressly agrees not to use the one-time total funding appropriation set forth at Section 5 of this Agreement outside the purposes provided at Section 5 of this Agreement and, furthermore, agrees not to use the one-time total funding appropriation set forth at Section 5 of this Agreement to aid any private or individual benefit. It being expressly understood that the one-time total funding appropriation set forth at Section 5 of this Agreement, as provided by the COMMISSION, be utilized, by the BC SOIL AND WATER CONSERVATION DISTRICT, in a manner consistent with this Agreement.

- 7. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest any authority in the BC SOIL AND WATER CONSERVATION DISTRICT on behalf of the COMMISSION. Furthermore, this Agreement hereby expressly forbids the creation of an agency or any action that would create or imply that the BC SOIL AND WATER CONSERVATION DISTRICT is an agent of the COMMISSION.
- 8. To the fullest extent allowed by law, the BC SOIL AND WATER CONSERVATION DISTRICT shall fully indemnify and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents, representatives and attorneys (for purposes of this Section 8 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 BC SOIL AND WATER CONSERVATION DISTRICT 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 8 and the rights, duties and obligation set forth herein shall survive the expiration or termination of this Agreement.
- 9. The BC SOIL AND WATER CONSERVATION DISTRICT 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."
- 10. Notwithstanding anything written herein to the contrary, all commitments made herein by the COMMISSION are subject to the availability of funds. If at anytime prior to the conveyance of the one-time funding appropriation the COMMISSION determines that the subject funds are not available, then the COMMISSION shall no longer be obligated or required to provide such one-time funding appropriation.
- 11. The BC SOIL AND WATER CONSERVATION DISTRICT 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.
- 12. This Agreement, provided in the form as one (1) original instrument for the records of the BC SOIL AND WATER CONSERVATION DISTRICT and one (1) original instrument for the records of the COMMISSION, represents the entire terms and conditions of the Agreement between the COMMISSION and the BC SOIL AND WATER CONSERVATION DISTRICT. It shall be necessary to account for only one (1) such instrument or counterpart in proving this Agreement.

13. 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 COMMISSION and the BC SOIL AND WATER CONSERVATION DISTRICT. The COMMISSION shall have the right to terminate this Agreement, with or without cause or reason, by giving thirty (30) days written notice to the BC SOIL AND WATER CONSERVATION DISTRICT.

IN WITNESS WHEREOF, the parties have affixed their hands and seals this date, as follows:

BALDWIN COUNTY COMMISSION

T. CHRISTOPHER ELLIOTT As Its: Chairman Date: 00000 3, 201

ATTEST:

RONALD J. CIŃK 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 T. CHRISTOPHER ELLIOTT, 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 3rd day of 8 chopen	_, 2017.
Dei Dur	
NOTARY PUBLIC My Commission expires: 11/22/19	
My Commission expires: 11/23/19	
PUBLIC / E	
* Manual Charles	

BALDWIN COUNTY SOIL AND WATER CONSERVATION DISTRICT 207 Faulkner Drive

Bay Minette, Alabama-36507

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)

BILL PENRY As Its: Chairman Date:

STATE OF ALABAMA COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that BILL PENRY, as Chairman of the Baldwin County Soil and Water Conservation District, whose name is signed to the foregoing instrument and who is known by me, acknowledged before me and on this day that, being informed of the contents of said instrument, he, as such Chairman of the Baldwin County Soil and Water Conservation District, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Soil and Water Conservation District.

stember GIVEN under my hand and seal this-the day of. . 2017. NOTA PUBLIC $\mathbf{R}\mathbf{Y}$ o My Commission expires:









July 31, 2018

207 FAULKNER DRIVE, STE 107 BAY MINETTE, AL 36507 251-937-3297, EXT 3

Willard H "Bill" Penry, Chairman Ronnie Northcutt, Vice Chair Bill Cleverdon, Treasurer Randall Hastings Frank Trione Baldwin County Commission Attn: Ron Cink 312 Courthouse Square, Suite 12 Bay Minette, AL 36507

Dear Mr. Cink,

We are excited to announce the hiring of our Baldwin County Watershed Management Coordinator, Casey Fulford. Her effective date of hire was June 4, 2018. Casey holds a Bachelor of Science in Biology from Florida State University. She is originally from Miami, FL. She will be working closely with the vast network of agencies to seek funding and implement projects throughout the Weeks Bay Watershed to improve water quality and build awareness for this ecosystem.

Previously, Fulford was a Project Coordinator for the Northern Gulf of Mexico Sentinel Site Cooperative stationed at the Dauphin Island Sea Lab. There her work focused on community resilience to sea-level rise and climate change. Most notably, Fulford coordinated projects that will synthesize information for living shoreline implementation and communicate successful approaches to community resilience through case study videos. She also supported efforts of the Cooperative through her GIS skills, acting as the GIS specialist for the Sentinel Site Program.

Casey has gained a variety of experiences through diverse internships in the northern Gulf. She has worked on oyster husbandry, sea-level rise observing infrastructure, meeting and facilitation, and marine debris identification. She is excited to bring her previous experiences and network with her as she begins to tackle priority projects identified in the Weeks Bay Watershed Management Plan.

Please accept this letter as a request for the **\$41,500.00** appropriated through fiscal year 2018 budget. If you have any questions, please do not hesitate to contact Rhonda Bryars, District Administrative Coordinator, (251) 937-3297, Ext 3.

Sincerely,

ill enny

W.H. Penry

Miranda N. McKinnon

From:Kimberly CreechSent:Tuesday, August 7, 2018 3:45 PMTo:Eva Cutsinger; Ronald Cink; Christie DavisSubject:FW: MAIL - 20180806 - BCCD - Baldwin County WAtershed Management Coordinator - Fuldord, Casey

See below. Thanks,

Kím Creech

Clerk/Treasurer Baldwin County Commission 312 Courthouse Square, Ste. 11 Bay Minette, AL 36507 Phone: 251-937-0303 Fax: 251-580-1621 Email: kcreech@baldwincountyal.gov



From: Tucker Dorsey
Sent: Tuesday, August 7, 2018 2:31 PM
To: Kimberly Creech <KCreech@baldwincountyal.gov>
Subject: Re: MAIL - 20180806 - BCCD - Baldwin County WAtershed Management Coordinator - Fuldord, Casey

Yes, I would like to hold off. They have not done the first thing that I requested for our investment.

Tucker Dorsey

On Aug 7, 2018, at 12:52, Kimberly Creech <<u>KCreech@baldwincountyal.gov</u>> wrote:

Tucker,

See below. I know you have asked about this payment in the past. I want you to see the request. If we need to hold off, please let me know.

Thanks,

Kim Creech

Clerk/Treasurer Baldwin County Commission 312 Courthouse Square, Ste. 11 Bay Minette, AL 36507 Phone: 251-937-0303 Fax: 251-580-1621 Email: kcreech@baldwincountyal.gov

<image005.jpg>

From: Eva Cutsinger
Sent: Tuesday, August 7, 2018 12:37 PM
To: Kimberly Creech <<u>KCreech@baldwincountyal.gov</u>>
Subject: FW: MAIL - 20180806 - BCCD - Baldwin County WAtershed Management Coordinator - Fuldord, Casey

From: Christie Davis
Sent: Tuesday, August 7, 2018 12:15 PM
To: Eva Cutsinger <<u>ECutsinger@baldwincountyal.gov</u>>
Cc: Ronald Cink <<u>RCink@baldwincountyal.gov</u>>
Subject: FW: MAIL - 20180806 - BCCD - Baldwin County WAtershed Management Coordinator - Fuldord, Casey

Hi Eva!

The Baldwin County Conservation District (BCCD) was granted an appropriation of 41,500 in the FY18 budget with the agreement stating they wouldn't get the money until they needed it for the Watershed Management Coordinator position. I'm attaching a copy of the agreement in case you need it. BCCD has sent a letter indicating they've hired someone and would like their appropriation. If you need me to get any additional information, please let me know. I wasn't 100% sure what I needed to do next to get a check cut.

Thanks,

Christie Davis

Senior Budget Accountant Baldwin County Commission Phone: 251-580-1865 From: Miranda N. McKinnon
Sent: Tuesday, August 7, 2018 11:54 AM
To: Ronald Cink <<u>RCink@baldwincountyal.gov</u>>; Kimberly Creech <<u>KCreech@baldwincountyal.gov</u>>; Christie Davis
<<u>CDavis@baldwincountyal.gov</u>>; Charles F. Gruber <<u>CGRUBER@baldwincountyal.gov</u>>; Chris Elliott <<u>CELLIOTT@baldwincountyal.gov</u>>;
Commissioner Frank Burt <<u>FBURT@baldwincountyal.gov</u>>; Tucker Dorsey <<u>TDORSEY@baldwincountyal.gov</u>>;
Cc: Anu Gary <<u>AGary@baldwincountyal.gov</u>>; Keri Green <<u>KEGREEN@baldwincountyal.gov</u>>; Miranda N. McKinnon
<<u>miranda.mckinnon@baldwincountyal.gov</u>>; Monica Taylor <<u>MTAYLOR@baldwincountyal.gov</u>>;
Subject: MAIL - 20180806 - BCCD - Baldwin County WAtershed Management Coordinator - Fuldord, Casey

Christie,

The original item has been placed in your door for Budget consideration.

Thank you,

MIRANDA N. MCKINNON

Administrative Support Specialist III Baldwin County Commission <u>miranda.mckinnon@baldwincountyal.gov</u> (251) 937-0266 ext. 2266

<image001.png><image002.jpg><image003.png>

<image004.jpg>

SAVE A TREE - PLEASE DO NOT PRINT THIS EMAIL UNLESS YOU REALLY NEED TO.

<20180806 - BCCD - Baldwin County WAtershed Management Coordinator - Fuldord, Casey.pdf> <Baldwin County Soil and Water Conservation District - 2017-2018 Budget Appropriations 20170919.pdf>

Miranda N. McKinnon

From:	Baldwin County Conservation District <baldwin@alconservationdistricts.org></baldwin@alconservationdistricts.org>
Sent:	Monday, January 7, 2019 12:55 PM
То:	Christie Davis
Subject:	Baldwin County Soil & Water Conservation District
Attachments:	Letters of Support.pdf

Good afternoon,

I am attaching the letters of support for the Baldwin County SWCD 2018 appropriation for the Watershed Management Coordinator position. We were required to receive match up to \$41,500. The match acquired at this time is \$30,200. We are asking for financial support to be paid for this 2018 appropriation.

If you have any questions or concerns, please let me know. Thank you Rhonda Bryars

Rhonda Bryars District Administrative Coordinator Baldwin County Soil & Water Conservation District 207 Faulkner Drive, Ste 107 Bay Minette, AL 36507 (251) 937-3297, Ext 3





ALABAMA ASSOCIATION OF CONSERVATION DISTRICTS

100 N. Union Street, Suite 338 P.O. Box 304800 Montgomery, AL 36130-4800 Telephone (334) 353-1969

January 4, 2019

Rhonda Bryars 207 Faulkner Drive, Suite 107 Bay Minette, AL 36507

Dear Rhonda,

The Alabama Association of Conservation Districts (AACD) provided \$5,000 to the Baldwin County Soil and Water Conservation District on October 4, 2017 to support employing a Watershed Coordinator for the District.

We are appreciative of the opportunity to support the valuable work you all are doing in Baldwin County and look forward to doing what we can to assist with future efforts.

Sincerely,

Sabra Sutton

Sabra Sutton, Executive Director

CITY OF ROBERTSDALE

MAYOR Charles H. Murphy COUNCIL MEMBERS: Joe M. Kitchens Paul Hollingsworth Brent Kendrick Sue Cooper Ruthie Campbell CHIEF FINANCIAL OFFICER Ann Simpson CITY CLERK Shannon J. Hill



The Hub of Baldwin County
 City Hall
 947-8900

 City Clerk
 947-8915

 Court Clerk
 947-8910

 Public Works
 947-8950

 Police Dept.
 947-2222

 Fax
 947-2619

 TDD #
 947-2122

P.O. Box 429 Robertsdale, AL 36567

May 25, 2018

Baldwin County Conservation District 207 Faulkner Dr., Suite 107 Bay Minette, AL 36507

Re: Robertsdale's Financial Participation

Dear Baldwin County Conservation District:

This letter is to affirm the City of Robertsdale's financial commitment to BCCD, which was approved by our City Council in April 2018. We have committed to annual payments of \$2,700.00 beginning in 2018 and will continue these payments through 2020.

We sincerely appreciate the work that BCCD is proposing in the management and mapping of storm water run off in Baldwin County, and your focus in managing this needed application using best management practices, as our county meets the needs of our growing population. If you should need our assistance pursuant to your work, please contact my office at your convenience.

Yours truly,

Charles H. Murphy Mayor

TOWN OF LOXLEY

<u>Town Clerk - Treasurer</u> Melissa Lawrence

<u>Council Members</u> Richard Lee Wilson Jeffrey T. Knight Katherine Q. Breeden Richard L. Teal Kasey Childress **BILLY MIDDLETON, MAYOR**

P.O. BOX 9 LOXLEY, ALABAMA 36551 OFFICE: (251) 964-5162 FAX: (251) 964-5371

May 30, 2018

Baldwin County Soil and Water Conservation District 207 Faulkner Drive, STE 107 Bay Minette, AL 36507

Dear Committee Members:

I am writing this letter to advise you that The Town of Loxley is committed to investing in the Watershed Management Coordinator position. We will compensate the Baldwin County Soil and Water Conservation District as follows:

Year 2018	\$500.00
Year 2019	\$500.00
Year 2020	\$500.00

If you have any questions please call me at 251-964-5162. Thank You.

Sincerely,

Siely Middleton

Mayor ·

TOWN OF MAGNOLIA SPRINGS

July 25, 2018

Baldwin County Conservation District 207 Faulkner Drive, Suite 107 Bay Minette, AL 36507

Ref: Town of Magnolia Springs Financial Commitment to the Baldwin County Conservation District Watershed Management Coordinator Position

Dear Baldwin County Conservation District:

This letter is to affirm the Town of Magnolia Springs financial commitment to the Baldwin County Conservation District, which was approved on July 24, 2018 by our Town Council at our Regular Council Meeting. We have committed to three (3) annual payments of \$2,000.00. The first payment will begin in 2018 and will continue thru 2020.

We sincerely appreciate the work that the Baldwin County Conservation District is proposing in the management and mapping of storm water run off in Baldwin County, and your focus in managing this needed application using best management practices, as Baldwin County meets the needs of our growing population. If you should need our assistance pursuant to your work, please contact my office at your convenience.

Sincerely,

Bob Hoes

Bob Holk Mayor



SOIL & WATER CONSERVATION COMMITTEE

P.O. Box 304800 Montgomery, AL 36130-4800 Telephone (334) 242-2620 Fax (334) 242-0551

Kay Ivey, Governor Dr. William Puckett, Executive Director Charles Holmes, Chair – Area IV Committee: Bill Balley - Area I, Dr. Carol Knight - Area II, Meador Jones, Jr. - Area III, Johnny Lee - Area V, Frank Nalty, Area VI Dr. Gary Lemine, Jacob Davis, Dr. Paul Patterson

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September 1, 2017

Dear Mr. Penry,

The Soil and Water Conservation Committee is sending Baldwin County Conservation District an additional allocation of \$5,000 (ETF) in support of a Watershed Coordinator for Fish River. The funds are to match Baldwin County Commission funds of approximately \$42,000. The funds are to support a Watershed Coordinator that helps landowners and municipalities implement sound conservation and erosion and sediment control practices as outlined in the Fish River Watershed Plan. A report of accomplishments will be needed after the funds have been expended.

If you have any questions please let me know.

Sincerely,

William E. Puckett, Ph.D. Executive Director Soil and Water Conservation Committee

www.alconservationdistricts.gov



Cooperative Agreement

THIS AGREEMENT is made and entered into on October 2, 2017, by and between the Gulf Coast RC&D Council (hereinafter called the "council") and **Baldwin County Soil and Water Conservation District** hereinafter call the "Grantee").

THE PURPOSE of this agreement is to implement the project as described in the attached application or proposal entitled Baldwin County Watershed Coordinator.

The Council and the Grantee deem it mutually advantageous to cooperate in this project, and hereby agree as follows:

- 1. The Council Agrees:
 - A. To provide \$ 15,000.00 in **General** funds for the above mentioned project. Funds are subject to availability based on quarterly appropriations, and are subject to proration if ordered by the State Finance Director.
 - B. To provide other assistance in planning and implementation as needed, available, and agreed to by the Council.
- 2. The Grantee Agrees:
 - A. To use the funds only on projects that will have public benefits. **Project cannot begin or any funds spent before October 1st of grant year**.
 - B. Matching is not required but is needed to document the total project cost.
 - C. Operate and maintain the project with local resources.
 - D. Allow pre-arranged public tours of the project.
 - E. Comply with all provisions of the Federal Civil Rights laws and regulations.
 - F. To spend funds only on items included and approved in the project proposal unless changes are agreed to by both parties. Changes must be requested in writing.
 - G. Submit a final completion report, including copies of all invoices, receipts, types, and amounts of matching funds, total costs and a narrative of the project and what it accomplished along with before and after photographs.
 - H. If you purchased equipment of any kind with grant funds, you will need to supply the serial and model number of all equipment before your grant is closed out. Call the office and ask for Gulf Coast logo stickers to be placed on all the items. Examples: Computers, printers, machinery, electric or battery operated equipment, cameras, scanners, projectors, etc.
 - I. Complete the project on or before August 1, 2018.
 - J. Notify the Gulf Coast RC&D office before the project begins. The Council has the right to examine all records, books, papers or documents related to this agreement for up to three years after the last grant funds are expended.
- 3. It is Mutually Agreed:
 - A. This agreement shall become effective on the date appearing in the first paragraph.
 - B. This agreement may be revised upon mutual consent of both parties.
 - C. The Council may take appropriate action to ensure compliance with the terms of this agreement, which may include termination, suspension, or other remedies deemed necessary.

Signatures:

utive Director



Agenda Action Form

File #: 19-0567, Version: 1

Item #: C1

Meeting Type: BCC Work Session Meeting Date: 1/22/2019 Item Status: New From: Joey Nunnally, P.E., County Engineer Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

City of Daphne - Corte Road and Austin Road Improvements - Fiscal Year 2017-2018 Budget Appropriation

STAFF RECOMMENDATION

Discuss the budget appropriation approved during FY 2018 for the Corte Road and Austin Road Improvements project.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Corte Road is a 1.04-mile-long County maintained dirt road located between County Road 13 and State Route 181. Corte Road is the last remaining dirt road west of State Route 181.

The City of Daphne has determined that an additional east-west arterial connecting County Road 13 and State Highway 181 is needed in the Daphne area and has requested the County's assistance. The matter has been discussed during several work sessions since November 2016.

In a letter dated March 15, 2017 (attached) the City requested the County to assist with road bed preparation on Corte Road, Right-of-way (ROW) acquisition on both Corte Road and Austin Road, and financial participation in the amount of \$200,000.00.

During the April 18, 2017, regular meeting, the Commission approved the following:

"MOTION BY COMMISSIONER J. TUCKER DORSEY, SECONDED BY COMMISSIONER CHARLES F. GRUBER, TO APPROVE FOR THE BALDWIN COUNTY COMMISSION TO PROVIDE GRADING AND COMPACTING ASSISTANCE IN THE PREPARATION OF THE CORTE ROAD ROADBED PRIOR TO PAVING, SUBJECT TO COST ESTIMATES PROVIDED BY THE CITY OF DAPHNE AND APPROVED BY THE COUNTY COMMISSION. THE COUNTY AGREES TO PROVIDE LABOR AND EQUIPMENT ONLY FOR COMPACTING AND GRADING. THE CITY OF DAPHNE WILL PROVIDE ALL DESIGN WORK AND MATERIALS AND SHALL BE RESPONSIBLE FOR ANY OTHER COSTS OR EXPENSES. **MOTION PASSED**." "MOTION BY COMMISSIONER J. TUCKER DORSEY, SECONDED BY COMMISSIONER FRANK BURT, JR., TO APPROVE FOR THE BALDWIN COUNTY COMMISSION TO ASSIST IN R.O.W. ACQUISITION FOR THE CITY OF DAPHNE ASSOCIATED WITH THE INITIAL TWO PHASES OF THE PROJECT BY PROVIDING PERSONNEL TO ASSIST IN THE PROCUREMENT OF THE NEEDED R.O.W. THE CITY WILL REIMBURSE THE COUNTY FOR ALL COSTS ASSOCIATED WITH THE COUNTY MANAGED R.O.W. PROJECT, BUT THE COUNTY WILL AGREE TO DONATE THE BALDWIN COUNTY EMPLOYEE PERSONNEL TIME AND SERVICES AS "IN KIND" SERVICES. THE CITY WILL PROVIDE ALL REQUIRED R.O.W. SURVEY SUPPORT. **MOTION PASSED**."

"MOTION BY COMMISSIONER J. TUCKER DORSEY, SECONDED BY COMMISSIONER CHARLES F. GRUBER, TO ACHIEVE THE TRANSFER OF THE MAINTENANCE OBLIGATIONS OF CORTE ROAD AND THE REFERENCED PORTIONS OF AUSTIN ROAD, IF DEEMED NECESSARY BY THE COUNTY, APPROVE FOR THE BALDWIN COUNTY COMMISSION TO DEED TO THE CITY VIA QUITCLAIM DEED ANY COUNTY HELD R.O.W. WITHIN THE IDENTIFIED ROAD SEGMENTS. FURTHER, THE COUNTY WILL AGREE TO THE CITY'S ANNEXATION OF THE R.O.W. WITH THE UNDERSTANDING THAT THE CITY WOULD BE RESPONSIBLE FOR MAINTENANCE AFTER ANNEXATION. **MOTION PASSED**."

"MOTION BY COMMISSIONER CHARLES F. GRUBER, SECONDED BY COMMISSIONER J. TUCKER DORSEY, TO DENY THE REQUEST TO APPROVE FOR THE BALDWIN COUNTY COMMISSION'S FINANCIAL PARTICIPATION IN THE AMOUNT OF TWO HUNDRED THOUSAND DOLLARS (\$200,000.00). TOTAL PROJECT COST FOR PHASE I IS ESTIMATED TO BE \$413,160.00 AND \$488,950.00 FOR PHASE II. **MOTION PASSED**."

During the June 6, 2017, regular meeting, the Commission approved the following:

"MOTION BY COMMISSIONER J. TUCKER DORSEY, SECONDED BY COMMISSIONER CHARLES F. GRUBER, TO APPROVE AN INTERGOVERNMENTAL SERVICE AGREEMENT BETWEEN THE BALDWIN COUNTY COMMISSION AND THE CITY OF DAPHNE FOR ROAD BED PREPARATION AND RIGHT-OF-WAY ACQUISITION ON PHASE I AND RIGHTOF-WAY ACQUISITION ON PHASE II OF THE CORTE ROAD AND AUSTIN ROAD IMPROVEMENT PROJECT. (THE TERM OF THIS AGREEMENT SHALL BE FOR THIRTY-SIX (36) MONTHS FROM ITS EFFECTIVE DATE UPON THE DATE OF FULL EXECUTION OF BOTH PARTIES AND MAY BE TERMINATED AS SET FORTH THEREIN.) **MOTION PASSED**."

During the FY2018 Budget Deliberations, the Commission further discussed the City of Daphne's request for assistance in the amount of \$200,000.00.

During the September 19, 2017, regular meeting, the Commission adopted its FY2018 Budget as follows which contained the appropriation of \$200,000.00 to the City of Daphne for the Corte Road and Austin Road Improvements:

MOTION BY COMMISSIONER CHARLES F. GRUBER, SECONDED BY COMMISSIONER J. TUCKER DORSEY, AS IT RELATES TO THE BALDWIN COUNTY FISCAL YEAR 2017-2018 BUDGET, ADOPT RESOLUTION #2017-129, WHICH, PURSUANT TO AMENDMENT NO. 750 AND AMENDMENT NO. 772 TO THE CONSTITUTION OF ALABAMA 1901, AND RELATED TO THE PROMOTION OF LOCAL ECONOMIC AND INDUSTRIAL DEVELOPMENT, PROVIDES FOR File #: 19-0567, Version: 1

RESPECTIVE DETERMINATIONS BY THE BALDWIN COUNTY COMMISSION THAT A VARIETYOF EXPENDITURES OF PUBLIC FUNDS, AS RELATES TO A MYRIAD OF APPROPRIATIONS AUTHORIZED BY THE BALDWIN COUNTY FISCAL YEAR 2017-2018 BUDGET, WILL RESPECTIVELY, SERVE VALID AND SUFFICIENT PUBLIC PURPOSES. **MOTION PASSED**.

MOTION BY COMMISSIONER CHARLES F. GRUBER, SECONDED BY COMMISSIONER J. TUCKER DORSEY, TO ADOPT RESOLUTION #2017-130 OF THE BALDWIN COUNTY COMMISSION WHICH ADOPTS THE BALDWIN COUNTY FISCAL YEAR 2017-2018 BUDGET. **MOTION PASSED**.

During the August 7, 2018, regular meeting, the Commission did not approve an appropriation agreement to assist the City of Daphne with the Corte Road and Austin Road Improvements, said appropriation in the amount of \$200,000.00. MOTION FAILED.

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

File #: 19-0567, Version: 1	Item #: C1	
Action required (list contact persons/addresses if documents are to be mail	ed or emailed):	N/A

Additional instructions/notes: N/A


OFFICE OF THE MAYOR

MAYOR DANE HAYGOOD

March 15, 2017

Baldwin County Commission Honorable Chris Elliot, Chairman 312 Courthouse Square, Suite 12 Bay Minette, Alabama 36507

Re: City of Daphne – Corte and Austin Road Improvements

Dear Commissioner Elliot:

The City of Daphne (the "City") has experienced significant growth in recent years on the eastern side of Daphne. With the continued growth, we are projecting significant future growth along the State Route 181 corridor ("Highway 181"). The City has taken an active role in transportation planning and improvements along this corridor and has identified a need for an additional east-west arterial connecting County Road 13 ("CR13") and Highway181 with the ultimate objective to connect to all the way to U.S. Highway 98 ("Hwy 98"). We believe this can be achieved using the existing Corte Road Right-of-Way ("R.O.W.") to connect CR13 to Highway 181 and further east by connecting to Austin Road. Further, the long-term goal of a connection to Hwy 98 could be achieved by extending Corte Road west to the existing eastern boundary of Johnson Road.

Working with multiple stakeholders we have determined that this project is most feasible starting on the east end and working by project phases back to the west. This will better facilitate the City's improvements into the States upcoming Highway 181 improvements. The first two Phases identified are:

- Phase I: Design, grading, drainage, basing and paving of Corte Road between CR13 and SR181
- Phase II: Design, R.O.W. Acquisition, and construction of new roadway from the intersection of Highway 181 and Corte Road east to Austin Road (the "Corte Road Extension").

Action on both of these phases is needed immediately to be incorporated into ALDOT's Highway 181 Widening Project to four lane Highway 181 to CR-104. The City envisions Phase II advancing in parallel with Phase I.

As you are aware, Corte Road is a unpaved road that the County has obligation to maintain. The City would agree to accept the maintenance obligation of the Corte Road R.O.W. upon completion of Phase I of the project. This would relieve the County of the current routine maintenance activities as well as the long-term maintenance and liabilities associated with this Right of Way. Similarly the City would also be willing to accept the R.O.W. for the Corte Road Extension upon completion of Phase II of the project.

In order to help achieve would like to requests the Baldwin County Commission (the "County") for project support in the following ways:

- 1. County support in the preparation of the Corte Road roadbed prior to paving. We understand that this is part of the normal maintenance operation of Corte Road, but coordination of a stable base ready to receive paving will be critical for the paving to be accomplished in a cost-effective manner for the City. The City is prepared to provide materials but needs assistance in the grading and compacting of road base.
- 2. The County providing the necessary R.O.W. Acquisition for the City of Daphne associated with the initial two phases of the project. The City would reimburse the County for all hard costs associated with the County Managed R.O.W. Project but would request that the County donate soft costs as "in kind" services. The City will provide all required R.O.W. survey support.
- 3. Financial participation by the County in the amount of Two Hundred Thousand Dollars (\$200,000.00). Total project cost for Phase I is estimated to be \$413,160 for and \$488,950 for Phase II.
- 4. To achieve the transfer of the maintenance obligation of Corte Road and the referenced portions of Austin Road, the County would need to deed to the City via quitclaim deed any County held R.O.W. the identified road segments. Further, the County acquiescing to the City's annexation of the deeded R.O.W. with the understanding that the City would be responsible for maintenance after annexation.

To fulfill the long-term vision we would hope to work toward completing the final phase of the project which is described below:

Phase III: Design, R.O.W. Acquisition, and construction of new roadway from the intersection of Corte Road and CR13 and west to Johnson Road (the "Johnson Road Extension").

Given the estimated cost of Phase III, the City would have to rely on grants or Eastern Shore Metropolitan Planning Organization ("ESMPO") assistance for completion.

We appreciate your consideration and know that our request for financial consideration will be burdensome. We would request that you consider the merits of an east-west corridor along the Eastern Shore. As a reminder, the net ad-valorem tax assessments for the City of Daphne was \$346.85M for tax year 2016. This results in City of Daphne being generating approximately \$867k in revenue for the 2.5 mill Road and Bridge fund for the County.

Dane Haygood, Mayor







Agenda Action Form

File #: 19-0562, Version: 1

Item #: C2

Meeting Type: BCC Work Session Meeting Date: 1/22/2019 Item Status: New From: Joey Nunnally, P.E. County Engineer Submitted by: John Sedlack, Design Tech III

ITEM TITLE

Intergovernmental Service Agreement with the City of Fairhope for the Construction of a Roundabout at Twin Beach Road and County Road 13

STAFF RECOMMENDATION

Approve an Intergovernmental Service Agreement with the City of Fairhope for the construction of a roundabout at Twin Beach Road and County Road 13.

BACKGROUND INFORMATION

Previous Commission action/date: 08/21/2018

Background:

August 21, 2018 - The Commission authorized the Highway Department to submit documentation and application for a grant under the Federal Highway Administration - Highway Safety Improvement Program (HSIP) for a proposed roundabout on County Road 13 at County Road 44; and authorized the Chairman to execute a letter of intent and any other grant related documents as required.

The Highway Department has been awarded a grant under the Highway Safety Improvement Program (HSIP) for a proposed roundabout on County Road 13 at County Road 44. Under the HSIP program, the Federal contribution will be 90%, and the County, as Sponsor, will provide a 10% contribution. The estimated project cost is \$2,012,500.00. The County's estimated portion will be \$201,250.00. Construction match will be budgeted in FY 2020. Design has been funded in the FY 2019 Budget.

The City of Fairhope maintains the north and south approaches of this intersection. This agreement specifies City of Fairhope will maintain the roundabout after completion. The City will also pay for any special upgrades requested as part of the project.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: County Attorney

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed): Administration Staff have Commission Chairman and County Administrator to execute agreement and forward to John Sedlack (Highway Dept.). John Sedlack will return signed copy to the City of Fairhope.

Additional instructions/notes: N/A

INTERGOVERNMENTAL SERVICE AGREEMENT

This Intergovernmental Service Agreement ("Agreement") is entered into by and between the Baldwin County Commission (hereinafter "County") and the City of Fairhope, Alabama (hereinafter "City"), as follows:

RECITALS

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

Whereas, County and City are authorized under Alabama law to control, manage, supervise, regulate, repair, maintain, and improve (hereinafter collectively "control") certain public roads or rights-of-way inside their respective jurisdictions; and

Whereas, County has been approved by the Alabama Department of Transportation for Alabama Highway Safety Improvement Project (HSIP) Funding to construct a Roundabout (hereinafter "Project") at the intersection of Twin Beech Road (also known as County Road 44) and County Road 13 (see Exhibit A); and

Whereas, County and City acknowledge and agree that County currently maintains Twin Beech Road within the Project limits and City currently maintains County Road 13 within the Project limits; and

Whereas, County agrees to pay the actual matching costs for preliminary engineering, right-of-way acquisition, utility relocation, construction, and construction inspection at an estimated Project matching cost of \$201,250.

Whereas, County agrees to accommodate the City's proposed lighting and beautification upgrades within the project plans and design to the extent that such upgrades do not materially impact the scope or cost of the Project design or delay the Project design; and

Whereas, City agrees to provide lighting for the project at City's expense; pay for any required costs associated with beautification upgrades to the Project (including, but not limited to, irrigation for islands, concrete staining, and concrete stamping); and

Whereas, County and City wish to enter into this Agreement to provide for the future maintenance of the constructed roundabout and the portion of any approach roads within the Project limits; and

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

1. <u>**Recitals:**</u> The recitals set out above are incorporated into this Agreement, as though the same were set out in full in this paragraph.

- 2. **Purpose:** The parties acknowledge and agree that the purpose of this Agreement is to establish the County's responsibility for Project matching cost for preliminary engineering, right-of-way acquisition, utility relocation, construction, and construction inspection; establish the City's responsibility for beautification costs associated with the Project; and establish the City's responsibility for the maintenance of the constructed roundabout and the portion of any approach roads within the Project limits.
- 3. <u>County/City Remains Owner of Right-of-Way until Completion of the Project:</u> The County, at all times including during the effective term of this Agreement, shall retain exclusive responsibility for and control over Twin Beech Road within the Project limits. The City, at all times including during the effective term of this Agreement, shall retain exclusive responsibility for and control over County Road 13 within the Project limits. The County and City obtains no rights, responsibilities or control for the subject road and rights-of-way as a result of the duties and/or obligations contained anywhere herein either during or following the effective term of this Agreement; except that the City will have exclusive responsibility for and control over the Roundabout and the portion of any approach roads within the Project limits, upon completion of the project and receipt of Quitclaim Deeds from the County.
- 4. <u>Maintenance</u>: Upon completion of the Project and receipt of Quitclaim Deeds, the City shall retain exclusive maintenance responsibilities for the roundabout and the portions of any approach roads within the Project limits.
- 5. <u>No Joint Ownership of Property:</u> The parties acknowledge and agree that they will not jointly acquire, own, or otherwise come into joint or common possession of any property as a result of or in relation to this Agreement.
- 6. **Financing and Budgeting:** County shall be responsible for financing the obligations undertaken by that party hereunder and shall not be responsible for financing, or in any other manner contributing to, the actual costs or expenses of the obligations undertaken by the other party unless expressly identified herein.
- 7. <u>Approval and Effective Date:</u> This Agreement shall become effective upon the date of full execution by both parties ("Effective Date").
- 8. <u>Term:</u> The term of this Agreement shall be for thirty-six (36) months from its effective date. This document may be amended only upon written approval by the Parties hereto, and any such amendment shall be approved by the same method by which this original Agreement has been approved by the Parties.

9. Services to be Performed by County

A. Comply with all necessary local, State and Federal rules, regulations and laws applicable to this Agreement and the HSIP funding requirements.

- B. Acquire all right-of-way necessary to complete the Project and provide any necessary matching funds for the acquisition.
- C. Complete design and environmental permitting necessary for the Project and provide any necessary matching funds for the design and environmental permitting. County's design will accommodate the City's proposed lighting and beautification upgrades to the extent that such upgrades do not materially impact the scope or cost of the Project design or delay the Project design.
- D. Utilize in-kind employee time and services to advertise the Project for public bid, award the Project to the lowest responsible and responsive bidder (hereinafter "Contractor"), and enter into a Construction Contract for the construction of the Project.
- E. Coordinate utility relocations for the Project and provide any necessary matching funds for the Utility relocation.
- F. Provide material testing and construction, engineering, and inspection (hereinafter "CE&I") for Project and provide any necessary matching funds for CE&I.
- G. Unless provided for separately by City outside the Construction Contract, County shall send invoices to the City for all costs associated with lighting or beautification upgrades to the Project.
- H. Prepare and execute a Quitclaim Deed to the City conveying all rights, title and interest to any right-of-way for the Roundabout and the portion of any approach roads within the project limits.

10. Services to be Performed by City:

- A. Provide to County, within 30 days of the execution of this Agreement, a written statement describing all required lighting and beautification upgrades for the Project, including any and all information necessary for the County and/or its agents to incorporate the upgrades into the Project design. Beautification upgrades include, but are not limited to, irrigation for landscaped islands, concrete staining, concrete stamping, and any other upgrades not normally funded as part of a County or State project.
- B. Unless provided for separately by City outside the Construction Contract, upon receipt of an invoice from the County for the costs of any lighting and beautification upgrades requested by the City, City shall issue reimbursement to the County within thirty (30) days of the invoice date.
- C. Upon receipt of Quitclaim deeds, take all necessary actions to take over maintenance of the roundabout and the portions of any approach roads within the

Project limits, including, but not limited to, the passage of any necessary resolutions accepting maintenance and annexation of the rights-of-way.

11. <u>Termination and Notice</u>: Notwithstanding the foregoing, the County may terminate this Agreement, with reasonable cause, upon written notice to the City. The County's said notice shall be deemed effective, and the Agreement deemed terminated, thirty (30) days after the date such notice is mailed by certified mail to the City. In the event of termination by the County, the respective Parties shall be responsible for all actual costs incurred by itself, as set forth in this agreement, through the date of receipt of the requisite termination notice. All notices provided for herein shall be sent as follows:

To City:	City of Fairhope 555 Section St. Fairhope, Alabama 36532
To County:	Baldwin County Commission 312 Courthouse Square, Suite 12 Bay Minette, Alabama 36507

12. Indemnity: To the fullest extent allowed by law, City shall indemnify, defend and hold the County and its Commissioners, departments, department heads, affiliates, employees, agents, and representatives (collectively referred to in this section as "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon the County, as a result of or in any manner related to the work or services performed by the County and City pursuant to this Agreement or in any way related to the work or services performed by the county or City pursuant to this Agreement, excluding those which arise from an alleged injury to a County employee. This indemnification provision shall survive the expiration or termination of this Agreement.

City accepts the improvement, work, property, product, funds and services of the County as a result of the Project in its "WHERE IS", "AS IS", condition and acknowledges that the County has made no representation or warranty to City as to, and has no obligation for the condition of, the improvements, work, property, product, funds and services of the County. City assumes the risk of any latent or patent defects or problems that are or may be contained in the improvements, work, property, product, funds and services of the County or City. City agrees that the County shall not be liable for any injury, loss or damage on account of any such defects or problems. City for itself and City Representatives waive and release the County from any claims for injury to persons (other than County employees) or damage to the personal property by reason of the condition of the improvements, work, property, product, funds and services of the County or otherwise. All guarantees, duties, representations, assurances, without limitation, contained within this Agreement shall survive and exist beyond the date of termination or expiration of this Agreement, and time, or the lapse thereof, shall not be used for, or argued as a defense by, the City against the same.

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

- 13. <u>Entire Agreement:</u> This Agreement represents the entire and integrated agreement between County and City and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the parties.
- 14. **Both Parties Contributed Equally to the Agreement:** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both County and City have contributed substantially and materially to the preparation of this Agreement.
- 15. <u>Failure to Strictly Enforce Performance:</u> The failure of either party to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Agreement shall not constitute a default or be construed as a waiver or relinquishment of the right of a party to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- 16. <u>Assignment:</u> Neither this Agreement nor any interest herein shall be assigned, transferred or otherwise encumbered without a prior written agreement providing for such assignment, transfer, or other encumbrance, signed by the parties.
- 17. <u>Choice of Law:</u> The parties acknowledge and agree that this Agreement shall in all respects be governed by the laws of the State of Alabama, including without limitation all issues relating to capacity, formation, interpretation, and available remedies, without regard to Alabama conflict of law principles.

IN WITNESS WHEREOF, the parties have executed this Agreement by and through their duly authorized representatives as of the date of full execution below.

ATTEST:

BY:	/		/
Charles F Gruber Chairman	/Date	RONALD J. CINK County Administrator	/ Date
State of Alabama County of Baldwin))		

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Charles F. Gruber, as Chairman of the Baldwin County Commission, and Ron Cink, as County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Baldwin County Commission.

Given under my hand and official seal, this the _____ day of _____, 2019.

Notary Public My Commission Expires: _____

ATTEST:

BY:	/		/
KAREN WILSON Mayor	/Date	LISA A. HANKS City Clerk	/Date
State of Alabama)		
County of)		

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that, Karen Wilson, whose name as Mayor of the City of Fairhope, and Lisa Hanks, whose name as City Clerk of the City of Fairhope, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said City of Fairhope.

Given under my hand and official seal, this the _____ day of _____, 2019.

Notary Public My Commission Expires: _____





Path 2: \PRE-CONSTRUCTION\A - Pre-Construction Projects \24 - Safety Improvement Projects \4REA 200\CR 13 @ CR 44 Roundabout (0206918)\F - GIS\2 - Maps\Project Location Map.aprx



Agenda Action Form

File #: 19-0570, Version: 1

Item #: C3

Meeting Type: BCC Work Session Meeting Date: 1/22/2019 Item Status: New From: Joey Nunnally, P.E., County Engineer; Matthew Brown, P.E., Pre-Construction Manager Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Resolution #2019-040 and Intergovernmental Service Agreement with the City of Fairhope for the Maintenance of Portions of Kirkman Lane, Kirkman Lane North and Taylor Street

STAFF RECOMMENDATION

Approve Resolution #2019-040 and an Intergovernmental Service Agreement between the City of Fairhope and Baldwin County for the transfer of maintenance of **Kirkman Lane** from Marietta Drive to approximately 396 feet east of Marietta Drive, **Kirkman Lane North** from Kirkman Lane to approximately 210 feet north of Kirkman Lane and **Taylor Street** from Main Street to end of maintenance.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Baldwin County Commission funded the resurfacing of portions of Kirkman Lane, Kirkman Lane North and Taylor Street in the FY 2019 Budget. The City of Fairhope has agreed to accept maintenance of the portions of road upon completion of the resurfacing.

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? $\ensuremath{\mathsf{Yes}}$

File #: 19-0570, Version: 1

Reviewed/approved by: County Attorney

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

Action required (list contact persons/addresses if documents are to be mailed or emailed): Administration Staff have Chairman execute resolution and agreement. Highway Department schedule work.

Additional instructions/notes: N/A

RESOLUTION NO. <u>2019-040</u>

AUTHORIZING AND CONSENTING TO THE TRANSFER OF OWNERSHIP, MAINTENANCE, AND RESPONSIBILITY FOR PORTIONS OF KIRKMAN LANE, KIRKMAN LANE NORTH, AND TAYLOR STREET IN THE CITY OF FAIRHOPE

WHEREAS, Kirkman Lane from Marietta Drive to approximately 396 feet east of Marietta Drive; Kirkman Lane North from Kirkman Lane to approximately 201 feet north of Kirkman Lane; and Taylor Street from Main Street to End of Maintenance, are roads or road segments inside the corporate limits of the City of Fairhope and collectively described herein as "the Fairhope Roads"; and

WHEREAS, the City of Fairhope desires to take over sole and exclusive ownership, control, management, supervision, regulation, repair, maintenance, improvement, and responsibility for the Fairhope Roads in order to facilitate the orderly development and maintenance of this area in its corporate limits; and

WHEREAS, Baldwin County has found and determined that allowing the City of Fairhope to take over sole and exclusive ownership, control, management, supervision, regulation, repair, maintenance, improvement, and responsibility for the Fairhope Roads is in the best interest of Baldwin County; and

WHEREAS, Baldwin County has the legal authority to carry out the intent of this resolution pursuant to <u>Code of Alabama</u>, Section 11-49-80 and other state laws and constitutional amendments.

NOW, THEREFORE, BE IT RESOLVED by the Baldwin County Commission as follows:

Section 1. That Baldwin County hereby agrees to and consents to transfer to the City of Fairhope the sole and exclusive ownership, control, management, supervision, regulation, repair, maintenance, improvement, and responsibility for the Fairhope Roads.

Section 2. That the Chairman of the Baldwin County Commission and other appropriate County officials are hereby authorized to execute and deliver such documents or agreements to the City of Fairhope as are necessary or requested to carry out the intent of this Resolution.

Section 3. That County hereby agrees that it shall resurface (one time) that portion of the Fairhope Roads with a minimum 1 and ¹/₂ inch overlay, and that the City's obligations under Section 1 shall not commence until the completion of said project and transfer of right-of-way by County.

Section 4. Based on the condition and use of that portion of the Fairhope Roads, in accordance with <u>Ala.</u> <u>Code</u> Section 11-49-80 and 81 (1975), the County and the City of Fairhope agree that the County shall not be required to pay any sum or sums for being relieved of the burden of the ownership, control, management, supervision, repair, maintenance and improvement of the Fairhope Roads.

Section 5. If any part, section or subdivision of this Resolution shall be held to be illegal, invalid or unenforceable for any reason, such holding shall not be held or construed to invalidate or impair the remaining provisions of this Resolution which shall continue in full force and effect notwithstanding such holding.

Adopted and approved this _____ day of _____, 2019.

BALDWIN COUNTY

BY: // Charles F. (Skip) Gruber /Date Chairman

ATTEST:

Ronald J. Cink County Administrator / /Date

AGREEMENT

TRANSFER OF OWNERSHIP, MAINTENANCE, AND RESPONSIBILITY FOR PORTIONS OF KIRKMAN LANE, KIRKMAN LANE NORTH, AND TAYLOR STREET IN THE CITY OF FAIRHOPE

This Intergovernmental Service Agreement ("Agreement") is entered into by and between the Baldwin County Commission (hereinafter "County") and the City of Fairhope, Alabama (hereinafter "City"), as follows:

RECITALS

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

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

Whereas, the County and City acknowledge and agree that the County maintains Kirkman Lane from Marietta Drive to approximately 396 feet east of Marietta Drive (see Exhibit A); Kirkman Lane North from Kirkman Lane to approximately 201 feet north of Kirkman Lane (see Exhibit A); and Taylor Street from Main Street to End of Maintenance (see Exhibit B), are roads or road segments inside the corporate limits of the City of Fairhope and collectively described herein as "the Fairhope Roads"; and

Whereas, the County has authorized funding for certain resurfacing projects throughout Baldwin County, including a project to resurface the Fairhope Roads (hereinafter "Project"); and

Whereas, some or all of the Project lies within the corporate limits of the City; and

Whereas, the City agrees, upon completion of the Project, to accept maintenance of the Fairhope Roads (as shown in Exhibit A); and

Whereas, the City has found and determined that taking over control of the Fairhope Roads is in the best interest of City; and

Whereas, the County has found and determined that allowing the City to take control of the Fairhope Roads is in the best interest of the County; and

Whereas, the County and City now wish to enter into this Agreement to provide for their joint cooperation in the completion of the Project and successive transfer of maintenance responsibilities; and

Whereas, both the County and City have previously adopted Resolutions by their governing bodies assenting to this action and authorizing their respective officers to execute this Agreement; and

Whereas, the County and City are authorized to enter into this type of agreement pursuant to Code of Alabama, Section 11-49-80 and other state laws and constitutional amendments.

NOW, THEREFORE, in consideration of ten dollars (\$10.00), the mutual covenants and benefits achieved hereby, and other good and valuable consideration, the County and City hereby agree as follows:

Section 1. That the City shall take over and assume the sole and exclusive ownership, control, management, supervision, regulation, repair, maintenance, improvement, and responsibility for the Fairhope Roads as shown in the attached Exhibit "A" effective upon completion of the Project.

Section 2. That the County hereby agrees that it shall resurface (one time) that portion of the Fairhope Roads with a minimum 1 and ½ inch overlay (the "Project") and to thereafter transfer ownership of the corresponding right-of-way to the City. The City's obligations under Section 1 shall not commence until the completion of said Projects by County and the County has transferred ownership of the corresponding right-of-way.

Section 3. City shall indemnify, defend, and hold County and its Commissioners, affiliates, employees, agents, and representatives (collectively referred to in this section as "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever (excluding claims from injuries to Baldwin County employees), including claims for injunctive relief, condemnation or inverse condemnation, incurred by, asserted against, or imposed upon County, or as a result of any act or omission, by the City related to this Agreement. This indemnification shall survive the expiration or termination of this Agreement.

Section 4. That this Agreement contains the entire agreement of the parties concerning the Fairhope Roads, and there are no other agreements, representations, covenants, or commitments by either party relating to this subject matter other than those contained in this agreement.

In Witness Whereof, County and City, by and through their duly authorized officers, have set their hands and seals on the dates indicated below, and this Agreement is effective as of the date the last party signs below.

COUNTY: BALDWIN COUNTY

ATTEST:

BY: // Charles F. (Skip) Gruber /Date Ronald J. Chairman County Ad

Ronald J. Cink County Administrator / Date

State of Alabama)County of Baldwin)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that CHARLES F. (SKIP) GRUBER, as Chairman of the Baldwin County Commission, and RONALD J. CINK, County Administrator of the Baldwin County Commission, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Baldwin County Commission.

Given under my hand and official seal, this the _____ day of _____, 2019.

Notary Public My Commission Expires: _____

CITY: THE CITY OF FAIRHOPE

ATTEST:

BY:	/		/
Karin Wilson Mayor	/ Date	Lisa Hanks City Clerk	/ Date

State of Alabama) County of Baldwin)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that, KARIN WILSON, whose name as Mayor of the City of Fairhope, and LISA HANKS, whose name as City Clerk of the City of Fairhope, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said City of Fairhope.

Given under my hand and official seal, this the _____ day of _____, 2019.

Notary Public My Commission Expires: _____



Exhibit A Transfer of Maintenance Agreement

Legend

0.04

0.06

0.08

Baldwin County Highway Department 2018

Path Z:\PRE-CONSTRUCTION\A - Pre-Construction Projects\01 - Resultacing Projects\FY 2019 Resultacing Plan\Group 2\A - Admin\3 - Contracts and Agreements\Kirkman Lane\Exhibit A.aprx



Path Z:\PRE-CONSTRUCTION\A - Pre-Construction Projects\01 - Resultacing Projects\FY 2019 Resultacing Plan\Group 2\A - Admin\3 - Contracts and Agreements\Kirkman Lane\Exhibit B.aprx



Agenda Action Form

File #: 19-0536, Version: 1

Item #: D1

Meeting Type: BCC Work Session Meeting Date: 1/22/2019 Item Status: New From: Kimberly Creech, Clerk/Treasurer Submitted by: Jennifer M. Forsman, Audit Compliance Officer

ITEM TITLE

Alabama Department of Revenue Reciprocal Agreement - Removal and Addition of Individuals

STAFF RECOMMENDATION

Approve the attached updated list of commissioners, county officers, and employees who are authorized to discuss tax information relating to the Reciprocal Agreement between the Alabama Department of Revenue and Baldwin County and forward the attached State of Alabama Revenue Nonemployee Confidentiality and Disclosure Statements for the new County Commissioners the Honorable Jeb Ball, the Honorable Billie Jo Underwood, and the Honorable Joe Davis; Jennifer Forsman, Audit Compliance Officer; Ebony Yelding, License Inspector I; Amber Riley, Audit Compliance Officer; the Honorable Harry D'Olive, Judge of Probate; and Edward (Dean) Mott, Chief Clerk.

The list below will remove and add the following individuals:

Remove:

Honorable Frank Burt, Commissioner Honorable Tucker Dorsey, Commissioner Honorable Chris Elliot, Commissioner Susan Marino, Deputy License Inspector Honorable Tim Russell, Probate Judge Patsy Clark, Chief Clerk

<u>Add:</u>

Honorable Jeb Ball, Commissioner Honorable Billie Jo Underwood, Commissioner Honorable Joe Davis, Commissioner Ebony Yelding, License Inspector I Amber Riley, Audit Compliance Officer Jennifer M. Forsman, Audit Compliance Officer

File #: 19-0536, Version: 1

Honorable Harry D'Olive, Probate Judge Edward (Dean) Mott, Chief Clerk

BACKGROUND INFORMATION

Previous Commission action/date: March 15, 2016

Background: The <u>original</u> Reciprocal Agreement between the Alabama Department of Revenue and Baldwin County, Alabama was approved on September 19, 1995, which authorized both governmental agencies to exchange certain tax information. The list of employees was last updated during the March 15, 2016 Commission Meeting.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration

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

File #: 19-0536, Version: 1

<u>Session</u>: Administration staff to obtain signatures of new Commissioners, Probate Judge, and Chief Clerk.

<u>Regular Meeting</u>: Administrative staff to have Chairman sign correspondence to the Alabama Department of Revenue authorizing the update of the authorized employees to disclose tax information, and enclose the "Nonemployee Confidentiality and Disclosure Statements" for the Honorable Jeb Ball, the Honorable Billie Jo Underwood, and the Honorable Joe Davis; Jennifer Forsman, Audit Compliance Officer; the Honorable Harry D'Olive, Judge of Probate; and Edward (Dean) Mott, Chief Clerk to the address noted below:

Mr. Mike Mason, Disclosure Officer Alabama Department of Revenue 50 North Ripley Street, Room 4112 Montgomery, Alabama 36132

cc: Heather Gwynn, Sales & Use Tax Coordinator/File

Additional instructions/notes: N/A

Attachment to the Agreement Between the Alabama Department of Revenue and Baldwin County, Alabama Providing for the Exchange of Tax Returns and Information As of February 5, 2019

Baldwin County Commission

312 Courthouse Square, Suite 12 Bay Minette, AL 36507

Honorable Jeb Ball Honorable Billie Jo Underwood Honorable Charles F. Gruber Honorable Joe Davis

Budget, Purchasing, & Grants Department

Ronald J. Cink, County Administrator

Finance and Accounting Department

Kim Creech, Clerk/Treasurer

John Marino, Chief Compliance Officer

Sales, Use & License Tax Department

P O Box 189 Robertsdale, AL 36567

Susanne Davis Spears, License Inspector II Jennifer M. Forsman, Audit Compliance Officer Jerry Green, Audit Compliance Officer Heather Gwynn, Sales & Use Tax Coordinator Sharon Hunt, Deputy License Inspector Dana Long, License Inspector II Loren Lucas, Audit Compliance Officer Amber Riley, Audit Compliance Officer Marcia Ward, Audit Compliance Officer Debbie West, Audit Compliance Officer Ebony Yelding, Deputy License Inspector I

Revenue Commission

P O Box 1549 Bay Minette, AL 367507

Honorable Teddy J. Faust, Revenue Commissioner Sonia Hicks, Personal Property Appraiser Walt Lindsey, Chief Appraiser

Office of Judge of Probate P.O. Box 459 Bay Minette, AL 36507 Ben Powell, Administrator of Personal Property Lee Ann Raley, Assistant Administrator of Personal Property

Honorable Harry D'Olive, Probate Judge Edward (Dean) Mott, Chief Clerk Sara Peden, Deputy Chief Clerk

RECIPROCAL AGREEMENT BETWEEN THE STATE OF ALABAMA DEPARTMENT OF REVENUE AND BALDWIN COUNTY, ALABAMA PROVIDING FOR THE EXCHANGE OF TAX RETURNS AND INFORMATION

أحترا بالمتراجين

I. AUTHORITY

This agreement is made between the State of Alabama Department of Revenue and Baldwin County, Alabama and through their duly authorized representatives, pursuant to Section 40-2A-10, <u>Code of Alabama 1975</u>.

П. PURPOSE

The parties agree to exchange tax returns and/or return information and further agree to return the data, under the terms and conditions described herein. It is understood and agreed that all information in any form whatsoever exchanged shall be employed solely by the parties for the purposes of tax administration. It is understood that tax administration purposes are limited to those uses necessary for the assessment, collection and enforcement, including proceedings in a court of competent jurisdiction, of the respective tax laws of the parties hereto.

III. DEFINITIONS

Party: The State of Alabama Department of Revenue or, Alabama.

Return: Any tax or information return or report, declaration of estimated tax, claim or petition for refund or credit, or petition for reassessment or protest that is required by, or provided for, or permitted, under the provisions of the tax laws.

Return

Information: A taxpayer's identity, the nature, source or amount of income, gains, losses, formulary apportionment factors, payments, receipts, deductions, exemptions, credits, assets, liabilities, net worth, tax liability, deficiencies, over assessments, or tax payments, whether the taxpayer's return was, is being, or will be, examined or subject to other investigation for processing; or any other data received, recorded by, prepared by, furnished to, or collected by the agency with respect to a tax return or with respect to the determination of the existence, or possible existence of liability (or the amount thereof), or by any person under the laws of either party for administration, collection or enforcement of the tax laws of each party's respective governmental unit, including additions to tax, penalty, interest, fine, or other imposition, or offense;

"Return Information" does not include, however, data in a form which cannot be

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associated with, or otherwise identify, directly or indirectly, a particular taxpayer.

For the purposes of sales and use tax, "return information" shall also include whether the taxpayer is authorized to use a direct pay permit and any information related thereto; and the names of the customers and any other relevant information related to specific sales and use tax transactions.

IV. SCOPE OF INFORMATION SUBJECT TO REQUEST

This agreement shall apply to all tax returns and/or return information, received or collected except for income tax returns and/or return information. Also, this agreement expressly does not include any information received from the Internal Revenue Service, pursuant to the Internal Revenue Code, Section 6103(d); and no return or return information received from any other governmental unit shall be exchanged pursuant to this agreement.

Neither party will be required to audit a taxpayer at the request of the other party.

Each party agrees not to charge each other for the costs of routine reproduction of returns and information which is mutually exchanged. The providing party may charge a reasonable fee for furnishing tax returns and/or information in magnetic tape format or under other nonroutine circumstances. Such costs shall be agreed upon before such costs are incurred.

Either party may withhold or refuse to exchange tax information if the party believes the disclosure of such information would be detrimental to the administration or enforcement of its tax laws.

V. CONFIDENTIALITY OF EXCHANGED INFORMATION

(1) Each party agrees that no tax return and/or return information obtained pursuant to this agreement shall be disclosed in any manner other than as is authorized by the state's laws concerning confidentiality of tax information; provided, however, notwithstanding the above, neither party to this agreement shall disclose any information obtained by virtue of this agreement to any other state or to any other agency, department or unit within the state or to any other local government unit.

(2) Nothing herein shall be construed so as to prohibit disclosure of any information obtained by virtue of this agreement by either party to its proper legal representatives for use in administrative, civil or criminal proceedings concerning tax administration purposes.

VI. PROCEDURE

Tax returns and/or return information may be exchanged upon request or voluntarily transmitted where the providing party believes that such information will be useful to the other party for tax administration purposes.

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- (A) Requests for information shall be in writing or by verifiable electronic means and must indicate the tax administration reason for the exchange.
- (B) Each request shall also specify, to the extent such information is known and available, the following:
 - (1) the name and address of each taxpayer for whom tax returns and/or return information is requested;

- (2) the taxable period or periods for which information is desired and requested;
- (3) the taxpayer's social security number and/or federal identification number, if available; and
- (4) any other information which may help facilitate the exchange.
- (C) Each party agrees to furnish the other a list showing the names and official titles of all personnel authorized to request, receive, and/or disclose information under the agreement and to periodically update for current information.

VII. DESTRUCTION OF RETURNS AND/OR RETURN INFORMATION

Upon completion of the use of exchanged tax returns and/or return information, the recipient agrees to:

- (1) return all tax returns and/or return information (along with all copies made thereof) to the furnishing party; or,
- (2) destroy such returns and/or information by shredding. A written report will be submitted to the furnishing party describing how and when the destruction was effected.

VIII. COMMENCEMENT/TERMINATION OF AGREEMENT

This agreement shall become effective on the day it is executed by both parties. This agreement is not limited to periods of time or years, and it will be considered in effect until terminated.

Additions and changes in the provisions of this agreement may be made by mutual written consent of the proper officials of the parties and shall become an attachment to this agreement.

Both parties acknowledge that this agreement is subject to statutory alterations. Both parties agree to promptly inform each other of any proposed changes in their respective tax

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confidentiality laws. In the event that the laws of either party which relate to this agreement are repealed or substantially amended, the other party may suspend or terminate this agreement upon written notice.

Any unauthorized use or disclosure of information obtained by virtue of this agreement shall constitute grounds for either party to terminate this agreement immediately upon the mailing of written notice to the other party. In any event, either party may terminate this agreement upon thirty (30) days' written notice to the other party.

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Approved:

Wendy allen______ 9/19/1995

Disclosure Officer

7. i

Alabama Department of Revenue

Date

August 7, 1995 Date



State of Alabama Department of Revenue

By reading this entire statement and signing, I agree that I fully understand that, pursuant to Section 40-2A-10, **Code of Alabama 1975**, I shall not publish, divulge, disclose or make known in any manner or to any extent not authorized by law any information contained in any return, report or record when it identifies or discusses a taxpayer. I also understand that any tax return or return information that I come in contact with will not be used for private gain, is completely confidential and may not be divulged or disclosed at any time, now nor in the future.

Further, I agree that I understand that if I violate this confidentiality statute, I will have committed a Class A misdemeanor for each act of disclosure, which is punishable by imprisonment in the county jail or to hard labor for the county for a period of not more than one year and/or a fine of not more than \$2,000. I am aware that the Department of Revenue does receive tax information from the Internal Revenue Service, and that I may be subject to federal confidentiality statutes provided under the Federal Driver's Privacy Protection Act, The Federal Tax Reform Act of 1976, or the Taxpayer Browsing Protection Act, as described on the reverse page, and, if I violate these statutes, I will be subject to the penalties provided for under these applicable laws. I also acknowledge that I have been provided with a copy of this statement for my personal records.

SIGNATURE	PRINT NAME
X X X X X	
SOCIAL SECURITY NUMBER (LAST 4 DIGITS ONLY)	DATE
COMPANY NAME	

REASON FOR ACCESS TO TAX RETURN INFORMATION

Section 40-2A-10, <u>Code of Alabama 1975</u> provides as follows: *Confidentiality, disclosure, and exchange of tax returns and tax information.*

(a) Except as otherwise provided in this section, it shall be unlawful for any person to print, publish, or divulge, without the written permission or approval of the taxpayer, the return of any taxpayer or any part of the return, or any information secured in arriving at the amount of tax or value reported, for any purpose other than the proper administration of any matter administered by the department, a county, or a municipality, or upon order of any court, or as otherwise allowed in this section. Statistical information pertaining to taxes may be disclosed at the discretion of the commissioner or his or her delegate to the legislative or executive branch of the state. Upon request, the commissioner or his or her delegate may make written disclosure as to the status of compliance of entities subject to the requirements contained in Chapter 14, prior to its repeal, and Chapter 14A, as applicable. A good standing certificate shall be issued to a requesting person with respect to a business entity if the entity has filed all state tax returns required under Chapter 14, prior to its repeal, and Chapter 14A, as applicable, and paid the taxes shown as payable in accordance with those returns. Any person found guilty of violating this section shall, for each act of disclosure, have committed a Class A misdemeanor. Additionally, to the extent provided in 26 U.S.C. § 7213A, it shall be unlawful for any state employee willfully to inspect, except as authorized in 26 U.S.C. § 6103 referred to in 26 U.S.C. § 7213(a)(2).

(b) This section shall not apply to returns filed and information secured under laws of the state (1) governing the registration and titling of motor vehicles, (2) levying or imposing excise taxes or inspection fees upon the sale of, use, and other disposition of gasoline and other petroleum products, (3) governing the licensing of motor vehicle dealers, reconditioners, rebuilders, wholesalers, and automotive dismantlers and parts recyclers, (4) governing the privilege licenses as provided in Chapter 12, other than Article 4, of this title or (5) governing the issuance or affixing of tobacco stamps required under Chapter 25.

(c) This section shall not apply to the disclosure of the amount of local privilege license or franchise fees paid to counties and municipalities by any taxpayer possessing a franchise (whether or not exclusive) granted by the respective county or municipality. However, any information other than the amount of license or franchise fees paid, including returns or parts thereof or documents filed with or secured by any municipality or county or their authorized agent and relating to local privilege licenses and franchises shall remain confidential information subject to subsection (a).

(d) Except as otherwise provided in subsection (m) of Section 40-2A-9, the orders of the administrative law judge and all evidence, pleadings, and any other information offered or submitted in any appeal before the Administrative Law Division are not subject to this section.

(e) The commissioner shall promulgate reasonable regulations permitting and governing the exchange of tax returns, information, records, and other documents secured by the department, with tax officers of other agencies of the state, municipal, and county government agencies in the state, federal government agencies, any association of state government tax agencies, any state government tax agencies of other states, and any foreign government tax agencies. However, (1) any tax returns, information, records, or other

documents remain subject to the confidentiality provisions set forth in subsection (a); (2) the department may charge a reasonable fee for providing information or documents for the benefit of self-administered counties and municipalities; (3) self-administered counties and municipalities may charge a reasonable fee for providing information or documents for the benefit of the department; and (4) any exchange shall be for one or more of the following purposes:

a. Collecting taxes due.

b. Ascertaining the amount of taxes due from any person.

c. Determining whether a person is liable for, or whether there is probable cause for believing a person might be liable for, the payment of any tax to a federal, state, county, municipal, or foreign government agency.

(f)(1) Nothing herein shall prohibit the use of tax returns or tax information by the department or county tax collecting officials in the proper administration of any matter administered by the department or county tax collecting officials. The department, a municipality, or county tax official may also divulge to a purchaser, prospective purchaser, as defined pursuant to the regulations of the department, or successor of a business or stock of goods the outstanding sales, use, or rental tax liability of the seller for which the purchaser, prospective purchaser, as defined pursuant to Section 40-23-25, 40-23-82, or 40-12-224. This section shall not preclude the inspection of returns by federal or foreign state agents pursuant to Section 40-18-53.

(2) Upon a request by the State Treasurer, the commissioner may provide the State Treasurer with the names and addresses of those persons entitled to property acquired by the state under Article 2 of Chapter 12 of Title 35, the Uniform Disposition of Unclaimed Property Act. The information shall be used by the State Treasurer solely for the purpose of administering the Uniform Disposition of Unclaimed Property Act.

(g) Nothing herein shall prohibit the exchange of information between and among county or municipal governments, provided that any exchange shall be subject to the same restrictions and criminal penalties imposed on the department and its personnel as described in this section.

(h) In no event shall any damages, attorney fees, or court costs be assessed against the state, a county, or a municipal government under this section, nor shall any damages, attorney fees, or court costs be assessed against elected officials, officers, or employees of a state, county, or municipal government.

(Acts 1992, No. 92-186, p. 349, §9; Acts 1995, No. 95-607, p. 1279, §2; Act 98-191, p. 297, §4; Act 98-502, p. 1083, §1; Act 2000-705, p. 1442, §3; Act 2000-738, p. 1617, §1; Act 2002-496, §1; Act 2006-577, p. 1518, §1.)

Federal Driver's Privacy Protection Act, Public Law 103-322, Title XXX

The Federal Driver's Privacy Protection Act (FDPPA), codified under 18 USC Section 2721 through Section 2725, prohibits the disclosure of any "personal information" obtained by the department in connection with a motor vehicle record. The act defines personal information as any information that identifies an individual, including an individual's photograph, social security number, driver identification number, name, address (but not the 5-digit zip code), telephone number, and medical or disability information.

Notwithstanding the exception in Section 40-2A-10(b) that permits disclosure of motor vehicle registration information, federal law supersedes state law. However, there are certain disclosures permitted under the FDPPA. Pursuant to this federal law, sanctions are in place for unauthorized disclosure. The department could face sanctions including a U.S. Attorney General's penalty of up to \$5,000 a day, and civil action can be taken against an employee for actual damages (not less than \$2,500), punitive damages, attorney fees, and court costs by the individual whom the information pertains.

Inspection and Disclosure of Federal Tax Returns and Federal Return Information

The Federal Tax Reform Act of 1976 authorizes State Department of Revenue personnel to use federal tax returns and federal return information in the administration of the state revenue laws. The use of this information is restricted to those employees actually engaged in the state review, examination, or audit of the taxpayer about whom the information was requested. This act provides for penalties for unauthorized disclosure of any federal return or return information.

In August 1997, the Taxpayer Browsing Protection Act (Public Law 105-35) was passed to prevent any willful, unauthorized inspection of federal tax return and federal return information. This act provides for penalties for the willful, unauthorized inspection of any federal tax return or federal return information in the possession of the Department.

Under federal law, the penalties provided in these acts are as follows:

- Under IRC Section 7213, unauthorized disclosure by a former employee as well as a current employee of any federal tax return or federal return information is a felony punishable upon conviction by a fine up to \$5,000 and imprisonment of up to five years or both, together with the cost of prosecution.
- Under IRC Section 7213A, any willful, unauthorized access or inspection by an employee of any federal tax return or federal return information shall be punishable upon conviction by a fine in any amount not exceeding \$1,000, or imprisonment of not more than one year, or both, together with the cost of prosecution.
- Under IRC Section 7431, civil action may be brought against a former employee as well as a current employee unlawfully inspecting or disclosing federal return or return information by any taxpayer damaged by such unauthorized inspection or disclosure. The action may be brought within two years from the time the taxpayer became aware of the unauthorized inspection or disclosure, and damages may never be less than \$1,000, plus the cost of the action.

Section 40-1-43, **Code of Alabama 1975**, provides that it is unlawful for any officer, employee, agent, or former employee or agent of the State Department of Revenue to use a federal return, or information reflected on such federal return, for any purpose other than in the administration of the revenue laws administered by the State Department of Revenue except as authorized by the Internal Revenue Code. Any person violating this provision shall be guilty of a misdemeanor and shall be fined not to exceed \$1,000 and sentenced to hard labor for not more than one year. Additionally, any Revenue employee or agent convicted will be terminated with the Department of Revenue.



Agenda Action Form

File #: 19-0415, Version: 1

Item #: E1

Meeting Type: BCC Work Session
Meeting Date: 1/22/2019
Item Status: New
From: Terri Graham, Development and Environmental Director
Submitted by: Terri Graham, Development and Environmental Director

ITEM TITLE

Baldwin County Commission Policy 7.4 - Solid Waste Landfill Tipping Fees and Commercial Account Late Fees

STAFF RECOMMENDATION

Adopt Resolution #2019-031, which approves the revision of Baldwin County Commission Policy #7.4 - Solid Waste Landfill Tipping Fees and Commercial Account Late Fees.

The updated policy abolishes the cubic yard rate for applicable Commercial Roll-Off Customers at all locations effective April 1, 2019.

BACKGROUND INFORMATION

Previous Commission action/date: 10/04/2016

Background: On October 4, 2011, the Baldwin County Commission took the following actions:

- Decrease the non-municipal disposal fees for construction and demolition (C&D), vegetative, and inert debris by 10%, from \$20.00 per ton to \$18.00 per ton (including the state disposal fee) which reflects the current municipal rate, for a period of six months, October 1, 2011 to March 31, 2012.
- 2. Reallocate \$55,000 from the Solid Waste fund balance to offset the revenue from the rate decrease.
- Allow Commercial Roll-Off Customers to choose in advance either per ton billing method or per cubic yard billing method for the aforementioned six-month period. Establish \$3.00 per cubic yard, including tax, as the base disposal rate for commercial C&D, inert, and vegetative material. Further, for the six-month period of, October 1, 2011 to March 31, 2012, decrease the cubic yard rate by 10% to \$2.75 per yard, including tax.
- 4. The Solid Waste Department along with the budget director shall evaluate on a monthly basis the 10% non-municipal disposal decrease along with the per cubic yard billing
File #: 19-0415, Version: 1

method.

At this time, ten (10) of our approximately eighteen (18) roll-off customers have opted for the discounted cubic yard rate. Baldwin County Solid Waste has approximately 275 commercial charge accounts for Construction and Demolition (C&D) Debris Customers, many customers still opt to pay as they go and not charge. While these Roll-off Customers do account for a little over forty percent (40%) of our C&D volume they only account for three percent (3%) of our customers.

Currently, Baldwin County Commission Policy #7.4 states and establishes the following regarding the cubic yard gate rate for Baldwin County Solid Waste Facilities:

In the event the scales are not operational or the debris event results in the Baldwin County Commission activating the county's debris removal and disposal services or other approved county contractor, the following cubic yard rates shall apply as the Baldwin County Commission's Landfill Tipping Fees.

	Cubic Yard Rates (based on a 4:1 ratio Tons:Yards)
C&D AND VEGETATIVE DEBRIS	\$4.50
MSW - MUNICIPAL SOLID WASTE (Residential)	\$7.50
MSW - MUNICIPAL SOLID WASTE (Commercial)	\$8.25
SPECIAL HANDLING / INDUSTRIAL WASTE	\$10.00

FINANCIAL IMPACT

Total cost of recommendation: Revenue

Budget line item(s) to be used: 510.45412

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: BCSW to mail applicable Commercial Roll-Off Customers a written notice of rate policy change prior to February 28, 2019.

Administration - Policy Update

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

Additional instructions/notes: N/A

STATE OF ALABAMA

COUNTY OF BALDWIN

RESOLUTION #2019-031 OF THE BALDWIN COUNTY COMMISSION

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PROVIDING FOR SOLID WASTE LANDFILL TIPPING FEES AND COMMERCIAL ACCOUNT LATE FEES, SPECIFICALLY AMENDING A BALDWIN COUNTY COMMISSION POLICY RELATED THERETO TO ACCOMPLISH THE SAME.

WHEREAS, Baldwin County Commission Policy #7.4 provides for the processes/procedures related to Solid Waste Landfill Tipping Fees and Commercial Account Late Fees; and

WHEREAS, the Baldwin County Mandatory Public Participation Solid Waste Program is authorized pursuant to certain actions of the Baldwin County Commission and remains compliant with Section 22-27-1, et seq., <u>Code of Alabama</u> 1975 (Solid Wastes and Recyclables Materials Management Act), and withoutlimitation; and

WHEREAS, at this time, the Baldwin County Commission desires to amend Baldwin County Commission Policy #7.4; however, for said policy to be amended and to be compliant with the aforesaid applicable Alabama law, specifically Section 22-27-5 (a) and (e), <u>Code of Alabama</u> 1975, and without limitation, a resolution must be adopted by the Baldwin County Commission to accomplish the same; now therefore

BE IT RESOLVED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that, in compliance with Section 22-27-1, et seq., <u>Code of Alabama</u> 1975 (Solid Wastes and Recyclables Materials Management Act), specifically Section 22-27-5 (a) and (e), <u>Code of Alabama</u> 1975, and without limitation, Baldwin County Commission Policy #7.4 is hereby amended to read in its entirety as set forth in Exhibit "A" (deletions set forth in RED as struck through and inclusions set forth in BLUE as double underlined) hereto and shall become effective immediately.

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the 5th day of February 2019.

Charles F. Gruber, Chairman

ATTEST:

Ronald J. Cink, County Administrator



BALDWIN COUNTY COMMISSION

POLICY #7.4						
Subject	Solid Waste Tipping Fees and	Commercial Account Late Fees				
Date Adopted	February 5, 2019	February 5, 2019				
Agenda Item	TBD	TBD				
Obsolete Versions	February 19, 2008	Minutes, Page 26				
	September 17, 2013	BG1				
	June 3, 2014	BF2				
	October 4, 2016	BH1				

POLICY STATEMENT

This policy outlines the Baldwin County Solid Waste Department's Landfill Tipping Fees and Commercial Account Late Fees established by the Baldwin County Commission (see Resolution #2019- 031 February 5, 2019 regular meeting).

PROCEDURAL REOUIREMENT

1. The rates set forth in the table below are the established Solid Waste Landfill Tipping Fees of the Baldwin County Commission.

Landfill Tipping Fees

COMMODITY	RATE PER TON (UNLESS OTHERWISE NOTED)		
ASBESTOS	\$40.00		
CARRION	\$40.00		
C&D	\$18.00		
C&D SPECIAL HANDLING	\$25.00		
COMMERCIAL GARBAGE	\$33.00		
COMPOST	\$25.00		
CUT/SHREDDED TIRES	\$18.00		
HOUSEHOLD HAZARDOUS WASTE	\$2.00 PER GALLON/EACH		

RESIDENTIAL GARBAGE (*BCSWMP Participants)	\$30.00
SEPTAGE	\$20.00
SPECIAL HANDLING/	\$40.00
INDUSTRIAL WASTE	
TIRES <20 INCHES	\$3.00 EACH
TIRES >20 INCHES	\$10.00 EACH
WHITE GOODS/METAL	\$18.00

*BCSWMR refers to the Baldwin County Solid Waste Management Plan

Transfer Station Commercial and Municipal Tipping Fees

(Residential, Non-Commercial Customers utilizing the transfer station will continue to be charged the Landfill Tipping Fee gate rates)

COMMODITY	RATE PER TON (UNLESS OTHERWISE NOTED)
C&D	\$33.00
COMMERCIAL GARBAGE	\$48.00
COMPOST	\$25.00
CUT/SHREDDED TIRES	\$33.00
HOUSEHOLD HAZARDOUS WASTE	\$2.00 PER GALLON/EACH
RESIDENTIAL GARBAGE (*BCSWMP Participants)	\$30.00
SPECIAL HANDLING/ INDUSTRIAL WASTE	\$55.00
TIRES <20 INCHES	\$3.00 EACH
TIRES >20 INCHES	\$10.00 EACH
WHITE GOODS/METAL	\$33.00

*BCSWMR refers to the Baldwin County Solid Waste Management Plan

In the event the scales are not operational or the debris event results in the Baldwin County Commission activating the county's debris removal and disposal services or other approved county contractor, the following cubic yard rates shall apply as the Baldwin County Commission's Landfill Tipping Fees.

COMMODITY	Cubic Yard Rates (based on a 4:1 ratio Tons: Yards)
C&D AND VEGETATIVE DEBRIS	\$4.50
MSW – MUNICIPAL SOLID WASTE (Residential)	\$7.50
MSW – MUNICIPAL SOLID WASTE (Commercial)	\$8.25
SPECIAL HANDLING / INDUSTRIAL WASTE	\$10.00

On October 1, 2008, Baldwin County Solid Waste began assessing a late fee to any outstanding balance carried by a commercial account. Commercial accounts are defined as those customers who have applied for and been extended charging privileges at County maintained landfills. Those customers are billed monthly with the expectation that their account will be paid in full prior to the next billing.

2. Account Late Fees

<u>COMMERCIAL</u>: A two percent (2%) late fee, with a minimum late fee of 10.00, will be imposed on all commercial charge accounts that become delinquent as defined by the following:

- a. Payment is due by the 5^{th} of each month.
- b. If payment is not received by the 15th of each month, a 2% fee will be applied to any outstanding balance.

WAIVING OF LATE FEES:

- 1. **Customer Courtesy** A one-time ten dollar (\$10.00) late fee waiver, per collection account may be administratively waived by the Senior Accountant.
- 2. **System Error** Late fee(s) of ten dollars (\$10.00) or more billed due to system error and/or system limitations may be administratively waived by the Senior Accountant with subsequent review of the Development and Environmental Director.
- 3. Administrative (Other) –Late fee(s) of ten dollars (\$10.00) or more may be administratively waived for accounts with good historical payment history due to extenuating circumstances as deemed necessary by the Senior Accountant with subsequent review of the Development and Environmental Director.
- 4. **Baldwin County Commission Waiver** The Baldwin County Commission reserves its right to waive any late fees for any reason as it determines appropriate and as approved in session assembled.

FORMS/ATTACHMENTS/EXHIBITS

1. N/A



BALDWIN COUNTY SOLID WASTE

15140 COUNTY ROAD 49 SUMMERDALE, ALABAMA 36580 Office (251) 972-6878 Fax (251) 580-2582

February 5, 2019

Company Name Company Address Company City, State, Postal

RE: Disposal Rates

Dear Customer:

The Baldwin County Commission during its regularly scheduled meeting on December 3, 2018 approved the revision of Baldwin County Commission Policy #7.4 – Solid Waste Landfill Tipping Fees and Commercial Account Late Fees which abolished the \$2.75 per cubic yard rate for commercial roll-off customers. The policy change will take effect April 1, 2019. A complete landfill disposal rate schedule as per Baldwin County Commission Policy #7.4 is enclosed.

The discounted cubic yard rate was offered to commercial roll-off customers in 2011 due to the economic hardships within the construction industry. Abolishing the discounted cubic yard rate for C&D ensures all commercial roll-off customers are equitably charged based on tonnage rather than volume. In the case of a major storm event, such as the recent Hurricane Michael in Bay County, Florida, there is potential for an estimated 2.5 to 3 million additional cubic yards of C&D, inert and vegetative material which would cost the Baldwin County Commission \$4.50 per yard for Construction and Demolition or Vegetation disposal based on the established pre-event debris contract in place.

Baldwin County Solid Waste landfills operate as an enterprise fund meaning that the rates and fees charged to users of the facility are used to directly fund operations of the facility; the landfill receives no support from the county's general fund or any tax sources. Rates for solid waste disposal are determined by taking current operating, future expansion, and legacy care costs into consideration.

Again, this policy change will support the economic viability of our County owned and operated landfills by assigning costs of service among applicable customers in a fair and impartial manner.

Sincerely,

Terri Graham Development and Environmental Director



Agenda Action Form

File #: 19-0559, Version: 1

Item #: E2

Meeting Type: BCC Work Session Meeting Date: 1/22/2019 Item Status: New From: Terri Graham, Development and Environmental Director Submitted by: Suzanne Doughty, Senior Accountant

ITEM TITLE

J.M. Wood Auction Company, Inc. - Equipment Auction List

STAFF RECOMMENDATION

Approve the sale by auction of the attached list of Solid Waste Department equipment at the J.M. Wood Auction facility in Montgomery, Alabama, on March 19-22, 2019.

BACKGROUND INFORMATION

Previous Commission action/date: 02/21/2018; 01/17/2017

Background: February 21, 2018 - The Commission approved the sale by auction of Solid Waste Department equipment at the J.M. Wood Auction facility in Montgomery, Alabama, on March 13-16, 2018.

January 17, 2017 - The Commission approved an Auction Sales Agreement between J.M. Wood Auction Company, Inc., and Baldwin County, which will be applicable to all departments of the Commission, with all future auction inventory lists being brought to the Commission for approval. (This agreement became effective February 20, 2017, and will terminate twelve (12) months from its effective date with an automatic renewal for an additional two (2) years, in one (1) year increments, unless cancelled by either party with a 30-day written notice prior to contract renewal.) The Commission also approved the sale by auction of Solid Waste Department equipment at the J.M. Wood Auction facility in Montgomery, Alabama, on March 14-17, 2017.

FINANCIAL IMPACT

Total cost of recommendation: Estimated Proceeds (\$171,700)

Budget line item(s) to be used: 510.4790 (\$102,700) & 511.47900 (\$69,000)

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? $\ensuremath{\mathsf{N/A}}$

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; Solid Waste Department (Terri Graham)

Action required (list contact persons/addresses if documents are to be mailed or emailed): Administrative Staff to have two (2) equipment lists executed by Chairman. Terri Graham, Solid Waste Department, will handle follow up activity for equipment auction.

Contact: J.M Wood Auction Company, Inc. 3475 Ashley Road Montgomery, AL 36108

Additional instructions/notes: N/A



January 6, 2017

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

RE: Auction Agreement

Dear Commissioner;

We want to thank you for allowing **J.M. WOOD AUCTION COMPANY, INC.** the opportunity of submitting a proposal on the auction of your surplus equipment. We believe our method and services as an Auction Company are necessary for you to achieve the profitable and professional disposal you expect. The following is a breakdown of services provided with this Auction Agreement.

- Auction Locations and Date: Our permanent all-weather auction facilities are in Montgomery, Alabama and Columbia, South Carolina. We also host auctions at other locations periodically throughout the year. Auction dates will be referenced and agreed upon by Baldwin County on the inventory sheet delivered to Baldwin County before each auction.
- Traditional Auction Marketing: J.M. Wood Auction will promote and feature your equipment in our full color auction magazine. A personalized mailing list will be selected from our database of over 100,000 domestic and international buyers. We will select potential buyers to market to by targeting recent buying patterns, trending industries, and regional activity. Your auction will be promoted in numerous industry specific trade magazines as well as in over (300) newspapers reaching a broad range of potential buyers.
- Online Auction Marketing: Our team will go to work immediately posting your inventory with multiple photos and inspections on JMWood.com. Our website is an essential tool in reaching thousands of buyers who visit our site daily. Your inventory will also be posted on numerous worldwide industry related sites in front of millions of buyers searching for equipment for their operations in countries across the globe. Your equipment will also be featured in J.M. Wood Auction's award winning social media marketing campaign consisting of outlets such as Face book, Twitter, YouTube and more. Both Facebook and Constant Contact have recognized J.M. Wood Auction as one of their annual top performing marketing companies.

- Auction Delivery, Pre-Auction Services and Set Up: We encourage you to schedule delivery of your equipment to the auction facility as soon as possible. This allows adequate time for pre-auction services such as detailed inspection reports, photography, video, clean-up, and repairs. J.M. Wood Auction will provide the seller with a detailed report on any repairs and clean-up deemed necessary to make the equipment bring the maximum dollar. No repairs will be made without prior consent from seller. J.M Wood Auction will coordinate an on-site detailed clean-up service on the equipment listed on the sellers (Exhibit "A"). J.M. Wood Auction will have representatives aggressively marketing your equipment and answering questions from prospective buyers prior to the auction.
- Auction Day: With over 40 years in the auction business, it is in our blood. We live for auction day and it is exciting! When you arrive at one of our world class drive through auction facilities you will find a team of professionals that know and love their job. A detailed auction catalog with lot numbers will be presented to all the pre-approved buyers on hand. The equipment will be paraded past the auction theatre full of attendees and broadcast live on the internet as well. We will furnish all personnel to conduct the auction, collect proceeds, and assist in load-out.
- Online Auction Bidding: JMWoodLive.com is our exclusive proprietary online bidding service. Since its inception, we have registered tens of thousands of pre-approved national and international buyers. Multiple photos of the exterior, interior and components of every item will be posted for online buyers. In addition, we provide detailed inspection services on any equipment the prospective buyer may need.
- Buyer Services: Prior to the auction, J.M. Wood Auction provides the buyer with detailed inspection services, financing options and logistical estimates. After the auction, we will coordinate logistics as well as dismantle and containerize equipment headed to the port.
- Post Auction and Payment Terms: J.M. Wood Auction will furnish a computerized statement of each item sold. We will issue seller a check for full settlement within <u>8 banking days</u> after the date of auction. Any service fees incurred such as clean-up or repairs will be deducted from seller's net proceeds.
- Liens and Encumbrances: Auctioneer acts as Sellers agent. Seller guarantees they are sole owner of items being sold and states that items are free of all mortgages liens and encumbrances. Seller agrees to disclose all specific liens, blanket liens, mortgages, taxes, encumbrances or claims of any sort and states they are not connected to claim by Bankrupt Court or IRS. In the event, such claim should exist Seller agrees to pay all legal expense incurred by Auctioneer to protect and defend clear title. Seller hereby authorizes J.M. Wood Auction Co., Inc. (hereby known as Auctioneer) at the absolute discretion of Auctioneer to carry out title searches in respect of the equipment at the expense of Seller, but in no case, shall Auctioneer have a duty to conduct, nor be responsible for the results of any such title search. In event of encumbrance, Seller is responsible for balance remaining to lien holder. If proceeds do not exceed encumbrance, Seller is responsible for balance remaining to lien holder to ensure clear title. Brenda S. Wood has power of attorney to sign for, receive, transfer or negotiate titles and bill of sales on auction items. Seller agrees to Auctioneer. Seller understands Auctioneer will not make payment until such document have been delivered.

Auction Agreement

This is a contract beginning February 20, 2017 and continuing until February 19, 2018 at that time the contract will automatically renew for an additional two years (in one year increments) unless cancelled by either party with a 30-day written notice prior to contract renewal. J.M. Wood Auction will give a financial guarantee on any item requested by Baldwin County. A straight commission rate of <u>6% Absolute</u> will be charged to gross sales of items consigned by Baldwin County. Auctioneer will pay for all freight charges for the movement of the equipment to any of our auction sites.

We would like to thank you for allowing **J.M. WOOD AUCTION COMPANY, INC.** to present this proposal to you and we look forward to conducting your auction.

"WE TURN EQUIPMENT INTO CASH!!"

Date: _____

Baldwin County Representative: _____

Date:

J.M. Wood Auction Representative:

THIS DOCUMENT IS CONFIDENTAL; IT CONTAINS PROPRIETARY INFORMATION THAT IS INTENDED ONLY FOR USE BY AUTHORIZED J.M. WOOD AUCTION CO., INC. REPRESENTATIVES AND AUCTIONEERS. THIS DOCUMENT MAY NOT BE COPIED OR SHARED WITH ANY PARTY OTHER THAN J.M. WOOD AUCTION CO., INC. UNAUTHORIZED USE IS STRICTLY PROHIBITED. Exhibit A

Baldwin County Commission 312 Courthouse Square, Suite 12

Bay Minette, Alabama 36507

251-937-0264

EFOX@baldwincountyal.gov Baldwin County Solid Waste Surplus Equipment



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	CATEGORY	YEAR	MAKE	MODEL	S/N	DESCRIPTION	HRS/MILES	CONDITION	REPAIRS REQUIRED
64	Cab & Chassis Trucks	2004	STERLING	9513	2FZHAZCV04AM56301	T/A, Mercedes diesel, Allison A/T, 46K rears, 18K fronts, 220" W/B, 177,352 miles	177,352	fair condition, molding on bottom side of steering wheel missing, RT front marker light missing	clean-up
62	Cab & Chassis Trucks	2004	STERLING	9513	2FZHAZCV24AM56302	T/A, Mercedes diesel, Allison A/T, 46K rears, 18K fronts, 220" W/B, 81,570 miles	81,570	dash busted around radio, damage on front of grill	clean-up
100	Roll Off Trucks	2005	STERLING	LT9522	2FZMAZDE45AU04118	T/A, C13 Cat engine, Allison A/T, 46K rears, 18K fronts, Galbreath U5-OR-174 Roll Off body, 11R24.5 tires, 290,255 miles	290, 255	average condition	clean-up
89	Garbage Sanitation Trucks	2009	STERLING	LT9522	2FZHAZDE99AAC5346	T/A, C13 Cat engine, Allison A/T, 46K rears, 18K fronts, New way 25RL King Cobra Garbage body, single can, 11R24.5 tires, 8602 miles showing, 15,299 hours	375,000	average physical condition, BAD ENGINE	clean-up
91	Garbage Sanitation Trucks	2009	STERLING	LT9522	2FZHAZDE29AAC5348	T/A, C13 Cat engine, Allison A/T, 46K rears, 18K fronts, New way 25RL King Cobra Garbage body, single can, 11R24.5 tires, 119,740 miles	119,740	average condition	clean-up

	CATEGORY	YEAR	MAKE	MODEL	S/N	DESCRIPTION	HRS/MILES	CONDITION	REPAIRS REQUIRED
93	Garbage Sanitation Trucks	2010	FREIGHTLINER	M2	1FVHC5DE2ADAW2566	T/A, C13 Cat engine, A/T, 46K rears, 18K fronts, Heil Formula 5000 garbage body, 25 yd, single can, 315R22.5 tires, 72,486 miles	72,486	average condition	clean-up
08249	Flatbed Trucks	2008	FORD	F450 XL SUPER DUTY	1FDXW46R58ED12500	6.4L Powerstroke diesel, A/T, 9' steel flatbed, 214,495 miles	214,495	fair condition, BAD ENGINE	clean-up
09258	Flatbed Trucks	2010	FORD	F350 XL SUPER DUTY	1FDWW3GR2AEA95384	Crew Cab, 6.4L Powerstroke diesel, A/T, 9' steel flatbed, 238,149 miles		average condition, bend in rear tailgate, center console crushed in	clean-up
12112	Live Floor Trailers	2012	WARREN	WHDT-SS	1W9XAAN22CP348112	T/A, 45' length, Keith Floor, Donaldson tarp, 11R22.5 tires		average condition, floor ok, tarp arm missing	repair tarp cover on front
/8	Garbage Sanitation Trucks	2008	FREIGHTLINER	M2	1FVACXDTX8HZ08630	S/A, ISB Cummins engine, A/T, 21K rears, 10K fronts, New Way Garbage body, rear camera, 146,683 miles	146,683	average condition, seat worn	clean-up

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	CATEGORY	YEAR	MAKE	MODEL	S/N	DESCRIPTION	HRS/MILES	CONDITION	REPAIRS REQUIRED
06182	Wheel Loaders	2006	CATERPILLAR	IT38G II	JAN00276	MP bucket, quick coupler, cab, A/C, 20.5R25 tires, 5880 hours	5,880	tires f 90, 80%, r 80 side cuts, 80%, nose cone on rear crushed in and busted on right, steps missing on left side, lights on left rear missing, cracked right side windshield	
6307	Crawler Loaders	2007	CATERPILLAR	973C	LDX00284	MP bucket, cab, A/C, 7572 hours	7572	u/c: 10% pads, 30% pins not turned, 50% rails, paint splatters all over, landfill machine	clean-up

Auction Date:

March 19-22, 2019

Auction Location:MGross Guarantee:\$Commission:6

Montgomery, Alabama \$171,700.00 6% (per contract)

Baldwin County Date Bryant Wood, President Date JM Wood Auction Co, Inc.



Agenda Action Form

File #: 19-0555, Version: 1

Item #: E3

Meeting Type: BCC Work Session Meeting Date: 1/22/2019 Item Status: New From: Terri Graham, Development and Environmental Director Susan Kilby, Customer Service Manager Submitted by: Susan Kilby, Customer Service Manager

ITEM TITLE

Mandatory Garbage Fees - Low Income Exemption Applications 2018

STAFF RECOMMENDATION

Take the following actions related to the persons who have applied to be exempt from the Baldwin County mandatory garbage fees by the Baldwin County Low Income Exemption program:

<u>4th Quarter Ending December 31, 2018</u> Approve 42 and Deny 10 Low Income Applicants

BACKGROUND INFORMATION

Previous Commission action/date: 11/06/2018

Background: The Commissioners are provided with a confidential list of applicants that have applied to be exempt from the mandatory garbage fees by the Baldwin County Low Income Exemption program. Applicants have signed an application and provided documentation to establish that their annual gross income is less than or equal to 75% of the Federal Poverty Level (FPL). Applications are renewed every 6 months.

<u>2nd Quarter Ending June 30, 2018</u> Approve 56 and Deny 15 Low Income Applicants

<u>3rd Quarter Ending September 30, 2018</u> Approve 57 and Deny 21 Low Income Applicants

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? $\ensuremath{\mathsf{N/A}}$

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: Susan Kilby, Customer Service Manager

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

Additional instructions/notes: N/A



Agenda Action Form

File #: 19-0552, Version: 1

Item #: E4

Meeting Type: BCC Work Session Meeting Date: 1/22/2019 Item Status: New From: Terri Graham, Development and Environmental Director Susan Kilby, Customer Service Manager Submitted by: Susan Kilby, Customer Service Manager

ITEM TITLE

Mandatory Garbage Fees - Social Security Exemption Applications 2018

STAFF RECOMMENDATION

Take the following actions related to persons that have applied to be exempt from the Baldwin County mandatory garbage fees by the State granted exemption:

<u>4th Quarter Ending December 31, 2018</u> Approve 293 and Deny 53 Social Security Exemption Applications

BACKGROUND INFORMATION

Previous Commission action/date: 11/06/2018

Background: The Commissioners are provided with a confidential list of applicants that have applied to be exempt from the mandatory garbage fees by the State granted exemption. Applicants have signed a notarized application and provided documentation to establish that Social Security is the sole source of income for the State exemption. Applications are renewed annually.

<u>2nd Quarter Ending June 30, 2018</u> Approve 5 and Deny 3 Social Security Exemption Applications

<u>3rd Quarter Ending September 30, 2018</u> Approve 3 and Deny 0 Social Security Exemption Applications

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: Susan Kilby, Customer Service Manager

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

Additional instructions/notes: N/A



Agenda Action Form

File #: 19-0537, Version: 1

Item #: G1

Meeting Type: BCC Work Session Meeting Date: 1/22/2019 Item Status: New From: Celena Boykin, Planner Submitted by: Celena Boykin, Planner

ITEM TITLE

Case No. Z-19003 - Gleaves Property Rezoning

STAFF RECOMMENDATION

Adopt Resolution #2019-037, which approves Case No. Z-19003, Gleaves Property, as it pertains to the rezoning of 5 acres, more or less, as located in Planning (Zoning) District 10, from RSF-E, Residential Single Family District, to RR, Rural District.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The subject property, which consists of 5 acres, is currently zoned RSF-E, Residential Single Family Estate District. The designation of RR, Rural District, has been requested in order to be consistent with the existing use (mini-storage/boat and RV storage/residential) and to accommodate expansion of the storage area. The commercial and residential use has been located at the subject property for several years before Planning District 10 became zoned on May 15, 2007.

The Planning Commission considered this request at its January 3, 2019 meeting and voted to recommend APPROVAL to the County Commission.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? Yes

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): Send Notice of Action to the Following:

Joyce Gleaves 31738 Buzbee Rd. Spanish Fort, Alabama 36527

Additional instructions/notes: Amend Zoning Map

Baldwin County Planning & Zoning Department

Baldwin County Planning Commission Staff Report

Agenda Item 8.b Case No. Z-19003 Gleaves Property Rezone RSF-E, Single Family Estate District to RR, Rural District January 3, 2019

Subject Property Information

Planning District:	10
General Location:	East side of Buzbee Rd
Physical Address:	31756 Buzbee Rd., Spanish Fort, AL
Parcel Number:	05-32-05-22-0-000-006.042
Existing Zoning:	RSF-E, Residential Single Family Estate District
Proposed Zoning:	RR, Rural District
Existing Land Use:	Commercial and Residential
Proposed Land Use:	Commercial and Residential
Acreage:	5 acres, more or less
Applicant:	Joyce Gleaves
	31738 Buzbee Rd.
	Spanish Fort, AL 36527
Owner:	Same
Lead Staff:	Celena Boykin, Planner
Attachments:	Within Report

	Adjacent Land Use	Adjacent Zoning	
North	Residential	City of Spanish Fort	
South	Forested Timberland	RA, Rural Agricultural	
East	Forested Timberland	City of Spanish Fort	
West	Buzbee Rd./Residential	Buzbee Rd	

Summary

The subject property, which consists of 5 acres, is currently zoned RSF-E, Residential Single Family Estate District. The designation of RR, Rural District, has been requested in order to be consistent with the existing use (ministorage/boat and RV storage/ residential) and to accommodate expansion of the storage area. The commercial and residential use has been located at the subject property for several years before Planning District 10 became zoned in May 15, 2007.

Current Zoning Requirements

Section 4.1 RSF-E, Residential Single Family Estate District

4.1.1 *Generally*. This zoning district is provided to afford the opportunity for the choice of a very low density residential environment consisting of single family homes on estate size lots.

4.1.2 *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) Agricultural uses.
- (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.

4.1.3 *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.

4.1.4 *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).

4.1.5 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 Fe	eet 35-Feet
Minimum Front Yard	40-Feet
Minimum Rear Yard	40-Feet
Minimum Side Yards	15-Feet
Minimum Lot Area	80,000 Square Feet
Minimum Lot Width at Building Lin	ne 165-Feet
Minimum Lot Width at Street Line	165-Feet
Maximum Ground Coverage Ratio	.35

4.1.6 Area and dimensional modifications. Within the RSF-E 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 Lin	ne 120-Feet
Minimum Lot Width at Street Line	120-Feet

Proposed Zoning Requirements

Section 3.1 RR, Rural District

3.1.1 *Generally.* This zoning district is provided to accommodate the rural areas of Baldwin County. Rural District ordinances are designed to protect the rural character of the area.

3.1.2 *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) Marine recreation uses.

(d) Outdoor recreation uses.

(e) The following general commercial uses: animal clinic and/or kennels; farm implement sales; farmer's market/truck crops; nursery; landscape sales.

- (f) Local commercial uses.
- (g) Professional service and office uses.

(h) The following institutional uses: church or similar religious facility; child care center; child care institution; day care home; fire station; library; post office; school (public or private).

(i) Agricultural uses.

(j) Single family dwellings including manufactured housing and mobile homes.

(k) Accessory structures and uses.

3.1.3 *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) Light industrial uses.

(b) General commercial uses not permitted by right, except race track.

(c) Institutional uses not permitted by right, except correctional, detention, or penal institution and sanitarium.

(d) Boarding house, rooming house, lodging house, or dormitory.

(e) Fraternity or sorority house.

3.1.4 *Conditional use.* 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:

Transportation, communication, and utility uses not permitted by right.

3.1.5 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 Fee	et 35
Minimum Front Yard	30-feet
Minimum Rear Yard	30-feet
Minimum Side Yards	10-feet
Minimum Lot Area 4	0,000 Square Feet
Minimum Lot Width at Building Line	120-feet
Minimum Lot Width at Street Line	120-feet

3.1.6 Area and dimensional modifications. Within the RR 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	20,000 Square Feet
Minimum Lot Width at Building Lir	ne 80-Feet
Minimum Lot Width at Street Line	80-Feet

Agency Comments

Baldwin County Highway Department:

Frank Lundy – No comments. Seth Peterson – No comments received.

ADEM: No comments received.

City of Spanish Fort: 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 occupied with a dwelling, metal storage buildings, and boat and recreational vehicle parking. The property adjoins Buzbee Road to the west. The adjoining properties are residential and forested timberland.

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 10 was approved by the Baldwin County Commission on May 15, 2007. There have been no changes which would affect the subject property.

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

The Baldwin County Master Plan, 2013, provides a future land use designation of Residential for the subject property. Approval of the rezoning will result in an amendment of the Future Land Use Map to agriculture.

4.) Will the proposed change conflict with existing or planned public improvements?

No conflicts.

5.) Will the proposed change adversely affect traffic patterns or congestion?

No adverse impacts.

6.) Is the proposed amendment consistent with the development patterns in the area and appropriate for orderly development of the community? The cost of land or other economic considerations pertaining to the applicant shall not be a consideration in reviewing the request.

See response to Standard Number 1.

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

The adjacent parcel to the south is zoned RA, across the road the parcels are zoned RSF-E. There are no parcels which are zoned either commercial or RR in the immediate vicinity. Staff is recommending RR in order to maintain some consistency with the adjacent RA parcel and residential parcels.

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

Timing is not a factor.

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

There are no environmental issues or historic resources which would be impacted by this rezoning.

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.

The storage was established prior to the adoption of zoning. Staff is unsure as to why the property was not zoned in a manner to reflect the existing use. The applicant also stated that many of the people that live in the adjacent subdivision uses the storage facility.

Staff Comments and Recommendation

As stated previously, the subject property, which consists of 5 acres, is currently zoned RSF-E, Residential Single Family Estate District. The designation of RR, Rural District, has been requested in order to be consistent with the existing use (mini-storage/boat and RV storage/ residential) and to accommodate expansion of the storage area. The commercial and residential uses have been located at the subject property for several years before Planning District 10 became zoned in May 15, 2007. RR is primarily oriented towards rural and residential uses, and would therefore be more consistent with the surrounding RA and residential properties. If this rezoning is approved the applicant will have to apply for a special exception with the Board of Adjustments if she plans to add anymore storage to the subject property.

With the above comments in mind, staff recommends **APPROVAL** of RR, Rural District, to the County Commission. * The Planning Commission should base its decision on the information obtained at the public hearing.

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

Property Images













Locator Map



BALDWIN COUNTY PLANNING AND ZONING COMMISSION REGULAR MEETING 01/03/2019 1 CHAIRMAN SAM DAVIS: Okay. There is a second. 2 All in favor, say aye. 3 (Commission Members say "aye" in unison.) CHAIRMAN SAM DAVIS: All opposed? 4 5 (No response.) 6 CHAIRMAN SAM DAVIS: Carries unanimously. 7 8 8-C - CASE Z-19003, GLEAVES PROPERTY CHAIRMAN SAM DAVIS: Okay. Next case is 9 10 Z-19003, Gleaves property. I believe I'm pronouncing 11that right. 12 MS. CELENA BOYKIN: That's right. This is a 13 request to re-zone a little over five (5) acres. The 14 subject property currently zoned RSF-E. And the 15 applicant is asking that it be re-zoned RR. 16 The subject property is located on the east side of 17 Buzbee Road in Planning District 10. As you see, it's 18 currently zoned RSF-E, which is a Residential 19 Single-Family. The applicant is requesting RR, which is a Rural District. 20 21 The purpose -- the reason the applicant is asking 22 for RR is because currently there is a home. The applicant lives on this parcel, and also it is used with 23 RV storage, boat storage. And there is multiple storage 24 25 buildings on this. This -- this use existed before the planning 26 27 district became zoned in 2007. Staff is not sure why it 28 was zoned as residential. But they asking for RR, which

BALDWIN C	OUNTY I	PLANNING	AND	ZONING	COMMISSION	REGULAR	MEETING	01/03/2019
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would make it compliant with having a home and a
 business.
 If they receive the RR zoning, they will have to go
 back to the Board of Adjustment and ask for a special
 exception to have final approval.

And here is a photo of the current property. You can see there are storage buildings in the front, the home is in the center of the parcel, and the boat and RV storage is in the rear of the property.

You can tell it already has quite a bit of a buffer
around the property. Here is some pictures of the uses,
the home, and the storage buildings.

There is a subdivision that is adjacent to it, just to the north. It's located -- It's hard to see. It's in the city limits of Spanish Fort.

The applicant also stated that many people that live in the subdivision use the storage units to store boats and RV's.

19 The applicant is planing to sell her property. And she would like to have it where it meets the zoning 20 21 standards. So that's why she is asking for the RR. And 22 then she will go back and ask for a special exception. 23 Staff has recommended approval. And that's all I 24 have. 25 CHAIRMAN SAM DAVIS: Okay. Any questions for 26 Celena? 27 COMMISSION MEMBER DEWANE HAYES: When were the 28 storage units built?

BALDWIN COUNTY PLANNING AND ZONING COMMISSION REGULAR MEETING 01/03/2019 1 MS. CELENA BOYKIN: It was before 2007, before Planning District 10 became zoned. You'd have to ask the 2 applicant of the exact year. 3 4 COMMISSION MEMBER DEWANE HAYES: Okay. I'm 5 sitting here in awe. 6 MS. CELENA BOYKIN: The applicant stated they 7 were built in 2002. 8 COMMISSION MEMBER DEWANE HAYES: I was 9 wondering how they got a permit to build -- a building 10 permit to build -- on residential to build storage units. MS. CELENA BOYKIN: It -- it was un-zoned at 11 the time when they built those storage units. 12 13 CHAIRMAN SAM DAVIS: Any other questions for Celena? 1415 (No response.) 16 CHAIRMAN SAM DAVIS: Thank you, Celena. 17 MS. CELENA BOYKIN: Thank you. 18 CHAIRMAN SAM DAVIS: All right. There is no 19 opposition to this. Would the applicant or Elizabeth Brown like for the Commission to know anything? 20 21 MS. ELIZABETH BROWN: (Indicates 2.2 affirmatively.) 23 CHAIRMAN SAM DAVIS: All right. Come on up to the mic. 24 25 MS. ELIZABETH BROWN: I'm Elizabeth Brown. Τ live on Stagecoach Road, but the property that is 26 27 adjacent to her property I own also. The only question I've got is how is it going to 28

BALDWIN COUNTY PLANNING AND ZONING COMMISSION REGULAR MEETING 01/03/2019 1 affect my taxes? 2 CHAIRMAN SAM DAVIS: You own the property 3 adjacent to it? MS. ELIZABETH BROWN: 4 Yes. 5 CHAIRMAN SAM DAVIS: Staff can correct me if 6 I'm wrong, but the use of adjoining property does not 7 affect you tax base. It's based on what you're using 8 your property for. 9 MS. ELIZABETH BROWN: I own this down here. On the paper, it's the property in green. 10 11 ATTORNEY DAVID CONNER: The tax assessment and 12 the tax bills on based on the fair market value of the 13 property. Your property is already located adjacent to 14 what's there. 15 The mere fact that it's being re-zoned to allow for 16that same type of use is not likely to affect your taxes. 17 But as that property is developed and other properties in 18 the area develops, it's possible that everyone's taxes 19 would increase over time based on appreciation of value. 20 MS. ELIZABETH BROWN: Okay. 21 ATTORNEY DAVID CONNER: But it would depend on 22 how that property and other surrounding properties are 23 developed. 24 MS. ELIZABETH BROWN: Okay. Thank you. 25 CHAIRMAN SAM DAVIS: Ms. Gleaves, do you have 26 anything you'd like for us to know? 27 MS. JOYCE GLEAVES: No, sir. Thank you. 28 CHAIRMAN SAM DAVIS: Okay. Any other questions
BALDWIN COUNTY PLANNING AND ZONING COMMISSION REGULAR MEETING 01/03/2019 1 for staff? COMMISSION MEMBER DEWANE HAYES: They're 2 3 putting this up for sale; is that right, Celena? 4 MS. CELENA BOYKIN: That's correct, yes. 5 CHAIRMAN SAM DAVIS: Any other questions for 6 staff? 7 (No response.) 8 CHAIRMAN SAM DAVIS: We'll close the public 9 hearing at this point. Staff has recommended a 10 recommendation of approval to the County Commission. Is 11 there a motion to do so? COMMISSION MEMBER DANIEL NANCE: Motion to 12 13 approve. 14 CHAIRMAN SAM DAVIS: Okay. There is a motion to recommend approval to the County Commission. Is there 15 16 a second? COMMISSION MEMBER DEWANE HAYES: I'll second. 17 18 CHAIRMAN SAM DAVIS: Okay. There is a second. 19 All in favor, say aye. 20 (Commission Members say "aye" in unison.) 21 CHAIRMAN SAM DAVIS: All opposed? 22 (No response.) 23 CHAIRMAN SAM DAVIS: Unanimous carry. 24 25 9 - PUBLIC COMMENT: BALDWIN COUNTY FLOOD HAZARD MANAGEMENT PLAN 26 CHAIRMAN SAM DAVIS: All right. It looks like 27 we're -- do we have something on floods? 28 MR. VINCE JACKSON: Yes, and I'll explain.

SUSAN C. ANDREWS, CERTIFIED COURT REPORTER NO. 287 2200 US HIGHWAY 98, SUITE 4, PMB 230, DAPHNE, ALABAMA 36526

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BALDWIN COUNTY PLANNING & ZONING COMMISSION

VOTING SHEET

Case # Z-19003

Gleaves Property

Rezone RSF-E to RR

1/3/2019

Motion: TO RECOMMEND APPROVAL

Made by: DANIEL NANCE

Motion Seconded by: DEWANE HAYES

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

*The Chairman only votes in the event of a tie. MOTION CARRIES ON A VOTE OF 5-0

STATE OF ALABAMA

COUNTY OF BALDWIN

RESOLUTION # 2019-037

DETERMINATION OF THE BALDWIN COUNTY COMMISSION, REGARDING **Case No. Z-19003, Gleaves Property** SUCH DETERMINATION AS AUTHORIZED PURSUANT TO SECTION 45-2-261 THROUGH SECTION 45-2-261.18, <u>CODE OF ALABAMA</u> (1975).

WHEREAS, Joyce Gleaves has petitioned the Baldwin County Commission to rezone certain property, in Planning (Zoning) District No. 10, for property identified herein and described as follows:

BEGIN AT A CAPPED REBAR MARKER ON THE EAST RIGHT-OF-WAY LINE OF BUZBEE CAMP ROAD ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA, ACCORDING TO THEAT PLAT OF SURVEY BY POLYSURVEYING OF MOBILE DATED APRIL 25, 1996 (FILE NAME 9604-218); RUN THENCE NORTHWARDLY ALONG SAID EAST RIGHT-OF-WAY LINE, FOLLOWING A CURVE TO THE RIGH HAVING A RADIUS OF 5308.67 FEET, AN ARC DISTANCE OF 210.00 FEET TO A CAPPED REBAR MAKER (CHORD:NORTH 03-58-31 EAST, 209.99 FEET); RUN THENCE SOUTH 89-19-30 EAST, 1032.87 FEET T A CAPPED REBAR MARKER; RUN THENCE SOUTH 00-40-30 WEST, 209.64 FEET TO A CAPPED REBAR MARKER; RUN THENCE NORTH 89-19-30 WEST, 1044.96 FEET TO THE POINT OF BEGINNING.

Otherwise known as tax parcel number, **05-32-05-220-000-006.042**, 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 RSF-E, Residential Single Family Estate District, to RR, Rural District; and

WHEREAS, the Baldwin County Planning and Zoning Commission held a public hearing on January 3, 2019, and voted to recommend approval of rezoning to RR, Rural District; and

WHEREAS, the Baldwin County Commission held a public hearing on February 5, 2019; and

WHEREAS, the requirements of SECTION 45-2-261 THROUGH SECTION 45-2-261.18, <u>CODE OF ALABAMA</u> (1975), regarding procedures to consider this rezoning request, which would affect the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 10 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-19003, Gleaves Property) as herein identified and described and as found within the confines of Planning (Zoning) District No. 10 from RSF-E, Residential Single Family Estate District, to RR, Rural District which amends the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 10 Official Map, is hereby **APPROVED.**

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the <u>5th</u> day of <u>February</u> <u>2019.</u>

Honorable Charles F. Gruber, Chairman

ATTEST

Ronald J. Cink, County Administrator



File #: 19-0565, Version: 1

Item #: G2

Meeting Type: BCC Work Session Meeting Date: 1/22/2019 Item Status: New From: Vince Jackson, Planning Director Submitted by: Vince Jackson, Planning Director

ITEM TITLE

Planning and Zoning Department Ordinances, Policies and Procedures

STAFF RECOMMENDATION

No recommendation. Follow-up action by the Baldwin County Commission will not be required.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Staff has submitted this agenda item to discuss ordinances, policies and procedures of the Planning and Zoning Department, as well as answer questions from the County Commissioners. A power point presentation and packet of information will be provided at the work session. In addition, staff will discuss specific issues pertaining to proposed zoning text amendments, code enforcement and billboards.

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

File #: 19-0565, Version: 1

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



File #: 19-0425, Version: 1

Item #: H1

Meeting Type: BCC Work Session
Meeting Date: 1/22/2019
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Chandra Middleton, Assistant Director of Transportation
Submitted by: Chandra Middleton, Assistant Director of Transportation

ITEM TITLE

Public Hearing for Fare and Service Changes for Baldwin Regional Area Transit System

STAFF RECOMMENDATION

Consider the approval of the transit fare and service changes listed below for Baldwin Regional Area Transit System (BRATS) which would be effective March 1, 2019.

Fare increases for Baylinc Routes:

- Fairhope Hub to Bienville will change from \$3.00 to \$3.50
- Daphne Library to Bienville will change from \$2.50 to \$3.00
- Spanish Fort Connection to Bienville will change from \$2.00 to \$2.50

Additional fare levels added to the current fare structure:

- 50.1 60 Miles One Way will change from \$7.00 to \$7.50
- Over 60.1 Miles One Way will change from \$7.00 to \$10.00

Service changes are the elimination of the following routes:

- Northlinc Routes 1 & 2 AM & PM
- Baylinc 2 & 3 AM
- Baylinc 2 PM

BACKGROUND INFORMATION

Previous Commission action/date: 12/18/2018 - Baldwin Regional Area Transit System Operations Presentation and Fiscal year 2019 Budget Amendment.

Background: BRATS staff was requested during budget review to perform an analysis on the transit

File #: 19-0425, Version: 1

system to find ways to improve efficiency and lower cost. The finding was presented to the Commission at the December 11, 2018 Work Session and the Commission directed staff to bring information before the Commission at the December 18, 2018 regularly scheduled meeting. The Commission authorized the Budget Amendment and directed staff to proceed with required actions for the transit fare and service changes.

A public hearing will be held during the February 5, 2019, regular Commission meeting.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? Yes

If the proof of publication affidavit is not attached, list the reason: 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: Chandra Middleton, BRATS Assistant Director.

Action required (list contact persons/addresses if documents are to be mailed or emailed): Implementation of Fare and Service Changes

Additional instructions/notes: N/A

FARE & SERVICE CHANGES

BAYLINC ROUTES FARE INCREASES

ROUTE		Current Fare		New Fare
FAIRHOPE HUB TO BIENVILLE	ONE WAY	\$ 3.00	то	\$ 3.50
DAPHNE LIBRARY TO BIENVILLE	ONE WAY	\$ 2.50	то	\$ 3.00
SPANISH FORT CONNECTION TO BIENVILLE	ONE WAY	\$ 2.00	то	\$ 2.50

ADDED FARE LEVELS TO FARE STRUCTURE

MILEAGES		Current Fare		New Fare
50.1—60 MILES	ONE WAY	\$ 7.00	то	\$ 7.50
OVER 60.1 MILES	ONE WAY	\$ 7.00	то	\$ 10.00

ELIMINATION OF ROUTES

NORTHLINC ROUTES 1 & 2 AM & PM BAYLINC 2 & 3 AM BAYLINC 2 PM

CHANGES WILL BE EFFECTIVE MARCH 1, 2019

Public Hearing will be held on Tuesday, February 5, 2019 at the Baldwin County Commission Chambers 322 Courthouse Square Bay Minette, Alabama 36507 Time: 8:30 AM

The public hearing is open to all individuals. Reasonable accommodations will be provided, upon request, for individuals with disabilities or those with limited English proficiency. Any person requiring accommodations or information in another language or alternate formats to participate in the meeting should contact the Baldwin County Commission at 251-937-0264 at least 72 hours in advance.

For information on BRATS services visit <u>www.baldwincountyal.gov</u> or call (251) 972-6817.

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



File #: 19-0538, Version: 1

Item #: J1

Meeting Type: BCC Work Session Meeting Date: 1/22/2019 Item Status: New From: Felisha Anderson, Archives Director Submitted by: Felisha Anderson, Archives Director

ITEM TITLE

Alabama 200 Bicentennial and Archives Public Outreach Events for 2019

STAFF RECOMMENDATION

In observance of the Alabama 200 Bicentennial Celebration and in promoting Archives and the work of archivists who preserve the history of Baldwin County, approve the Baldwin County Department of Archives and History staff and the AL 200 Baldwin County Bicentennial Committee to host/promote on-site, off-site, and nonstandard hours events to include the following:

- 1) Bicentennial History Fair at Daphne High School on Friday, February 22, 2019, from 6:30 a.m. 4:00 p.m.
- 2) School Days at Fort Mims February 6 February 8, 2019
- 3) Bicentennial Pre-Easter Festival at Bicentennial Park in Stockton on Sunday, April 14, 2019 from 1:00 p.m. 4:00 p.m.
- 4) Removal of the County Seat Re-enactment on Thursday, October 10, 2019 from 5:00 p.m. 8:00 p.m.
- 5) 9th Annual Haunted Hay Rides at Bicentennial Park on Friday and Saturday, October 18 and October 19, 2019 from 5:000 p.m. 9:00 p.m.
- 6) Bicentennial Float to participate in all Christmas parades throughout the county during the month of December 2019
- 7) Time to eat, ya'll! A Celebration of our Culinary Heritage in Baldwin County. The date is TBD
- The Future Emerges from The Past A project, honoring the lives, works, and contributions of African Americans and Baldwin County Historically Black Schools and Churches.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The events and outreach projects in the list above are culminating events and projects in progress in celebration of the state's bicentennial which commemorates on December 14, 2019. Alabama 200 is an opportunity to experience and explore the state of Alabama. It is also a chance to celebrate the state in each of the 67 counties.

The staff of the Baldwin County Department of Archives and History and the AL 200 Baldwin County bicentennial steering committee has worked to engage communities, and encourage citizens and visitors alike to explore and learn about state of Alabama and Baldwin County. The bicentennial projects have engaged residents and visitors in educational programs, community activities, and statewide initiatives that teach, inspire, and entertain.

This celebration is an opportunity to chart a vibrant, prosperous future for the state and for Baldwin County with history as our guide.

FINANCIAL IMPACT

Total cost of recommendation: \$5,000.00

Budget line item(s) to be used: 51906-5219 and 51906-5150-200

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

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents? $\ensuremath{\mathsf{N/A}}$

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:

Individual(s) responsible for follow up: Felisha Anderson with support of the Baldwin County, AL

File #: 19-0538, Version: 1		tem #: J1	
200 Bicentennial Steering Cor	mmittee and Archives staff will coordinate all events		
Action required (list contact pe	ersons/addresses if documents are to be mailed or er	nailed):	N/A
Additional instructions/notes:	N/A		

School Days at Fort Mims

February 6th,7th & 8th, 2019 9am - 2pm

Learn about Historic Fort Mims & 1800's Pioneer Life in the Mississippi Territory thru Living History Demonstrations

> \$8.00 per child - includes sack lunch & drink Souvenirs will be available for purchase

Interested Teachers contact Claudia Campbell 251-533-9024 or claudia_cmpbll@yahoo.com by January 15th, 2019





BALDWIN COUNTY DEPARTMENT OF ARCHIVES & HISTORY AND DAPHNE HIGH SCHOOL PRESENTS ITS FIRST HISTORY FAIR

Baldwin County Department of Archives and History partners with Daphne High School to present its first history fair. This history fair is a preliminary round to the Alabama National History Day. The Alabama History Day Theme for 2019 is Triumph & Tragedy in History. By participating in this history fair, Daphne High School's10th and 11th grade students will have the opportunity to do historical research, give interpretations and creative expressions on various topics in time periods throughout Alabama history. The students will become writers, filmmakers, web designers and artists as they create unique contemporary expressions of history.

While the major thrust of the history fair will be the student's work, we are also inviting members of our local and surrounding communities, museums, historical parks, and other educational organizations to come set up historical displays. Several of our local historical societies will come to set up booths with local artifacts. We ask that you come out and set up displays with history, photographs, models, artifacts etc. A complimentary breakfast and Lunch will be provided for you. This will be a rewarding experience for our students and our community. Please RSVP to Felisha Anderson at (251) 580-2572 or by email to fanderson@baldwincountyal.gov.

Should you have questions please do not hesitate to contact me.

Date and Time

Friday, February 22, 2019 8:00am - 2:00pm

Exhibitor Set up – Begins at 6:30 a.m.

The major focus of the History Fair highlights the research of the students, but it also seeks to spark a genuine interest in learning for students of all ages.



Endorsed by the Alabama Bicentennial Commission as an AL 200 Project!

COMPLETE AND RETURN TO:

Baldwin County Department of Archives and History Attention: Felisha Anderson/History Fair 312 Courthouse Square, Suite 26 Bay Minette, Alabama 36507

Name: _____

Organization: _____

- 1. Do you have any special needs for your exhibit? (Example: power connection etc.) We will provide at least one 6-8 ft. table. If you need more, please let us know. Space is limited. We will do our best to accommodate.
- 2. How many people will you be bringing to assist you? ______ (for lunch count)
- 3. Please note any known food allergies?

ALABAMA 200 **BICENTENNIAL PRE- EASTER FESTIVAL**

April 14, 2019

1:00 P.M.- 5:00 P.M.

FREE ADMISSION

PONY RIDES

EASTER BUNNY ON SITE

HISTORICAL EASTER

EGG HUNT

PETTING ZOO

FACE PAINTING

TRAIN RIDES

HAYRIDES

BICENTENNIAL PARK 51233 Hwy 225 Stockton, AL 36579

FOR MORE INFORMATION CONTACT: **BALDWIN COUNTY DEPARTMENT OF ARCHIVES & HISTORY**

251-580-1897

Story Telling of the *" REMOVAL " OF THE BALDWIN COUNTY SEAT*

From Daphne to Bay Minette, October 11th, 1901 This year marks the 117th Anniversary of this event.



Thursday, October 10, 2019 5:00 p.m. - 8:00 p.m.

Courthouse Gazebo, Bay Minette Event Hosted by Baldwin County Archives & History , the City of Bay Minette & North Baldwin Utilities

Story Tellers: Cliff McCollum and Robert "Bob" Wills

FREE ADMISSION

Other Attractions Incorporated into this event are:

- Food Vendor will be available
- Blacksmith Demonstration
- Period Attire Contest Age groups : (3-17), (18 & above)
 - Train Rides, Face Painting, Games for the kids
 - Old Timey Music & Much More!!!
 - Bring your lawn chairs & straw hat







Step into the supernatural History



Food Vendor on Site Onsight Entertainment Petting Zoo Haunted Baldwin County Haunted Hay Ride

of

at

Bicentennial Park

October 18TH & 19TH, 2019

Gate opens at 5:00 p.m.

Rides are from:

7:00 p.m.- 9:00 p.m.

Admission \$5.00

(children 3 & Under are free)

Additional funds needed for other activities

Bicentennial Park is located at 51233 State Hwy 225, Stockton, AL

(Two miles north of I-65)

For more information call 251-580-1897

Baldwin County Department of Archives & History Email: archivalrecords@baldwincountyal.gov









File #: 19-0556, Version: 1

Item #: M1

Meeting Type: BCC Work Session Meeting Date: 1/22/2019 Item Status: New From: Jessie L. Peacock, Interim Director Submitted by: Terri R. Gray, Administrative Support Specialist

ITEM TITLE

Creation of Fire Department Identification Cards

STAFF RECOMMENDATION

Discussion of Emergency Management Agency (EMA), working with all fire departments in Baldwin County to create a standardized Identification Card for all Baldwin County Firefighters for purposes of uniformity in preparation for response to major incidents.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: N/A

FINANCIAL IMPACT

Total cost of recommendation: TBD

Budget line item(s) to be used: TBD

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

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



File #: 19-0564, Version: 1

Item #: 01

Meeting Type: BCC Work Session Meeting Date: 1/22/2019 Item Status: New From: Kim Creech, Clerk/Treasurer Deidra Hanak, Interim Personnel Director Submitted by: Deidra Hanak, Interim Personnel Director

ITEM TITLE

Sales, Use, and License Tax Department - Position Change

STAFF RECOMMENDATION

Take the following actions:

1) Abolish the Deputy License Inspector II position (PID #900) grade J (grade J range: \$35,726.08 - \$58,489.60 annually); and

2) Create a Revenue Compliance Officer position (PID #TBD) at a grade I (grade I range: \$32,508.32 - \$53,239.68 annually); and

- 3) Approve the position description for the Revenue Compliance Officer; and
- 4) Approve the updated organizational chart for the Sales, Use, and License Tax Department.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Deputy License Inspector II position was vacated in December 2018, due to the retirement of the previous employee. The Clerk/Treasurer respectfully requests that the above recommendations are approved.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: 51750.5113

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

Additional instructions/notes: N/A

POSITION DESCRIPTION

Title:	Revenue Compliance Officer	
Department:	Sales, Use & License Tax Department	
Job Analysis:	January 2019	

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

Relationships

Reports to:	Sales, Use & License Tax Coordinator
Subordinate Staff:	None
Internal Contacts:	Revenue Clerk I, Revenue Clerk II, Revenue Clerk III, License Inspectors, Audit Compliance Officers, Clerk/Treasurer and County Employees
External Contacts:	General Public and Taxpayers
Status:	Classified/Non-Exempt (I)

Job Summary

This is entry level professional and technical field collection work in the enforcement of state and local revenue laws. Employees in this class assist Sales, Use & License Tax Coordinator by performing the more routine phases in collecting delinquent taxes administered by the Sales, Use, and License Tax Department. Work involves contact with taxpayers and their representatives for resolving unpaid tax liabilities, collecting penalties, interest, and ensuring compliance with the department policy and state laws. Work initially involves performing field collections and enforcement work characterized by less complex procedures and problems. Assignments usually involve small, non-controversial issues. Employees are expected to carry out work assignments within established procedures. Work is subject to close analysis and review by the Audit Compliance Officers. In addition, this is a training position for entry-level professional audit work of moderate difficulty in the examination of taxpayer's returns and records for compliance with revenue tax laws administrated by the Baldwin County Sales, Use, and License Tax Department. The scope of work is defined by laws, regulations, and oral or written instructions as to methods, procedures, and policies. Work is performed under general direction and assignments of the Sales, Use & License Tax Coordinator for conformity with department rules, procedures, and policies.

Job Domains

- 1. Makes collections of numerous types of taxes administrated by the Baldwin County Sales, Use, and License Tax Department.
- 2. Collects for bad checks which have been submitted to the department.
- 3. Assists higher level Audit Compliance Officers in the less complicated audit functions.
- 4. Makes collections from taxpayers on final assessments and for any other amount due as assigned by the supervisor.
- 5. Inspects businesses to ensure proper tax compliance.
- 6. Reviews reports to determine what businesses are past due with tax returns and payments.
- 7. Examines the delinquent returns and other applicable records of taxpayers from whom collections are made for mathematical accuracy and compliance with the law.
- 8. Provides consultations with taxpayers and/or their representatives to educate, influence, and motivate them to voluntarily comply with revenue laws.
- 9. Performs collections process as established by current guidelines.
- 10. Performs follow-up telephone calls on new applications and delinquent accounts.
- 11. Investigates complaints; refers discrepancies to Audit Compliance Officers; testifies in court as required.
- 12. Addresses any problems or concerns and provides an explanation of local laws, county resolutions, policies, and procedures.
- 13. Cooperates with taxpayer and/or taxpayer representatives to resolve any compliance concerns.
- 14. Provides interpretation for enforcement of state and federal rules, regulations, and tax laws.
- 15. Provides documentation for administrative hearings to ensure compliance and payment of taxes; initiates advisory procedures for non-compliance.
- 16. Performs basic audits, as determined, for applicable tax activity.
- 17. Prepares audit reports and findings for further processing per established procedures, under the supervisor of a higher-level revenue examiner.
- 18. Ability to handle large sums of money (checks and cash) and make computations quickly and accurately as needed.
- 19. Coordinates with municipalities in exchanging information.
- 20. Reviews building permits and subcontractors list for tax compliance.
- 21. Collects for bad checks which have been submitted to the department.
- 22. Performs related work as required.

Knowledge, Skills, and Abilities

- 1. Ability to make computations and tabulations accurately and in a timely manner.
- 2. Knowledge of the geography of the County.
- 3. Ability to learn and explain tax regulations and to apply this knowledge to specific problems.
- 4. Skills in reading at a level to include complex text, such as County Resolutions, State and Federal Regulations and Laws, dealing with the tax collection of taxes to ensure compliance with laws and procedures, provide information to others, and ensure the correct amount of tax is collected.

- 5. Skills in math to include the addition, subtraction, multiplication, and division of whole numbers and decimals as needed to count money, balance cash receipts, calculate percentage of taxes due, make change accurately and calculate taxes, penalties and interest.
- 6. Skills in written communication to include clarity, sentence structure, spelling, and grammar.
- 7. Knowledge of accounting and auditing principles and methods.
- 8. Knowledge of standard office machine and equipment.
- 9. Ability to establish and maintain effective working relationships with coworkers, department heads, employees, and general public.
- 10. Ability to keep information confidential due to content of documents being handled.
- 11. Ability to drive and conduct the field related work on a daily basis.

Essential Physical Abilities

- 1. Sufficient clarity of speech and hearing or other communication capabilities, with or without reasonable accommodation, to permit the employee to communicate effectively.
- 2. Sufficient vision or other powers of observation, with or without reasonable accommodation, to permit the employee to read and scan a wide variety of materials in electronic or hard copy form.
- 3. Sufficient manual dexterity, with or without reasonable accommodation, to permit the employee to operate a county vehicle, personal computer, telephone, copier, and other related office equipment.
- 4. Sufficient personal mobility and physical reflexes, with or without reasonable accommodation, to permit the employee to maneuver and function in and around an office environment.

Other Characteristics

- 1. Willing to work overtime, nonstandard hours, weekends, and holidays as required to complete work assignments.
- 2. Willing to travel out of County as needed.
- 3. Willing to attend meetings, conferences, workshops, and training sessions as related in assigned work area.

Minimum Qualifications

- 1. Bachelor's Degree in Accounting with SACs accredited.
- 2. Two (2) years' experience in accounting or taxation functions.
- 3. One (1) year experience in collection of past due accounts.
- 4. Any equivalent combination of education, experience and training that provides the knowledge, skills, and abilities necessary to perform the work.
- 5. Ability to become a Certified Revenue Examiner through Alabama Local Tax Institute of Standards and Training (ALTIST) and Certified County Revenue Officer through County Revenue Officers Association of Alabama (CROAA).
- 6. Experience in service orientated field with heavy customer service preferred.
- 7. Possess valid driver's license.





File #: 19-0576, Version: 1

Item #: Q1

Meeting Type: BCC Work Session Meeting Date: 1/22/2019 Item Status: New From: Ronald J. Cink, Budget Director Submitted by: Anu Gary, Administration/Records Manager

ITEM TITLE

Acceptance of a Donation - Original Painting by Mr. Dean Mosher of the 1813 Massacre at Fort Mims from the Baldwin County Legislative Delegation to the Baldwin County Commission

STAFF RECOMMENDATION

In an effort to promote Baldwin County's history and to commemorate Alabama's 200 years of statehood, take the following actions:

1) Accept the donation, to Baldwin County, Alabama, from the Baldwin County Legislative Delegation, of an original painting entitled "1813 Massacre at Fort Mims" by Mr. Dean Mosher and unveiled on January 4, 2019; and

2) Authorize the Chairman of the Baldwin County Commission to execute a Deed of Gift form transferring the ownership, and full ownership rights with all prints, images, taken and/or made of said original painting, from the Baldwin County Legislative Delegation, to Baldwin County, Alabama; and

3) Authorize the Baldwin County Department of Archives and History to facilitate the transfer of said original painting "1813 Massacre of Fort Mims" from the Baldwin County Legislative Delegation, to the Baldwin County Commission and the display of said painting in a public place as designated by the Baldwin County Commission; and

4) Authorize staff to obtain quotes to insure the original painting in the amount of \$50,000.00, which reflects the full cost of the painting, paid entirely with public funds (\$25,000.00 paid by the Alabama Department of Tourism and \$25,000.00 paid by funds obtained through Baldwin County Legislative Delegation).

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: N/A

FINANCIAL IMPACT

Total cost of recommendation: TBD

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. County Attorney to draft/review the agreement and any acceptance documents.

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, Archives and Finance/Accounting Departments

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

Additional instructions/notes: N/A



SEN. CHRIS ELLIOTT DISTRICT 32

REP. MATT SIMPSON DISTRICT 96

REP. T. JOE FAUST DISTRICT 94

REP. STEPHEN A. MCMILLAN DISTRICT 95 BALDWIN LEGISLATIVE DELEGATION

CONSTITUENT SERVICES

203 OAK STREET POST OFFICE BOX 776 BAY MINETTE, ALABAMA 36507 Telephone: (251) 937-0240 Fax: (251) 580-1645 Guy Busby, Director



SEN. GREG ALBRITTON DISTRICT 22

REP. HARRY SHIVER DISTRICT 64

REP. ALAN BAKER DISTRICT 66

January 7, 2019

County Commission Chairman Charles Gruber County Commissioner Jeb Ball County Commissioner Joe Davis County Commissioner Billie Joe Underwood 312 Courthouse Square Bay Minette, Alabama 35607

Dear Commissioners:

The Baldwin County Legislative Delegation voted January 4 to ask the County Commission to draft a document to transfer all rights of ownership of Dean Mosher's painting of the 1813 Massacre at Fort Mims to Baldwin County.

The \$50,000 cost of this painting was paid entirely with public funds. The Alabama Department of Tourism provided a \$25,000 grant for the work, while the remaining \$25,000 was paid from funds obtained through the Baldwin County Legislative Delegation. At the meeting on Jan. 4, the five members of the delegation present agreed that a single public entity should be responsible for the ownership, display and protection of this painting. The consensus was to ask that an agreement be drawn up to be signed by Mr. Mosher and all other parties involved in the production and financing of the work to agree that the painting be transferred to county ownership.

I have been directed by the delegation to ask that the necessary documentation be drawn up.

Please contact me or the delegation if you have any questions.

Thank you.

Sincerely.

Guy L. Busby Constituent Services Director

Cc: Ron Cink, county administrator

Baldwin County Department of Archives and History 312 Courthouse Square, Suite 26

Bay Minette, AL 36507 (251) 580-1897 FAX: (251) 580-2528



DEED OF GIFT AGREEMENT

Accession Number:

Date Received:

Donor:

Donor Address:

Donor Telephone:

DESCRIPTION OF MATERIAL

Title:

Extent:

Description:

- 2. Legal title to the materials shall pass to the Donee upon their delivery to the Donee. Donor reserves no rights or privileges, whatever, to the materials, but rather conveys all of the same to Donee. Without limitation, Donor hereby gives and assigns to the Donee all rights of copyright which the Donor has in (a) the materials and (b) in such of the Donor's works as may be found among any collections of materials received by the Donee from others.
- 3. The Donor understands that the location, retention, cataloging, copying, reproduction, and preservation of the materials or other considerations relating to their use or disposition are at the sole discretion of the Baldwin County Department of Archives and History in accordance with its policies. Materials shall be made available for research to all qualified persons.
- 4. In the event that the Donor may from time to time hereafter give, donate, and convey to the Donee other materials, title to such additional materials shall pass to the Donee upon their delivery and all the provisions of this instrument of gift shall be applicable to such materials. A description of the additional materials so donated and delivered shall be prepared and attached hereto.
- 5. The responsibility of appraising materials remains with the Donor. The Donee is not authorized by law to provide appraisals for tax purposes.

Signed (Donor):_____ Date:____

The foregoing gift of materials is accepted on behalf of the Baldwin County Department of Archives and History, subject to the terms and conditions heretofore set forth

Signed (Donee):	Date:
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File #: 19-0568, Version: 1

Item #: Q2

Meeting Type: BCC Work Session Meeting Date: 1/22/2019 Item Status: New From: Ronald J. Cink, Budget Director Submitted by: Victoria Key, Administrative Support Specialist

ITEM TITLE

Acknowledgment of Tax Abatement - The Fairhope Brewing Company, LLC

STAFF RECOMMENDATION

In observance with §40-9B-5(d), Code of Alabama (1975), take the following actions:

1) Acknowledge the receipt, on January 14, 2019, and by certified mail, of a Resolution, by the Fairhope Industrial Development Board, Fairhope, Alabama, granting a Tax Abatement to The Fairhope Brewing Company, LLC; and

2) Forward to the Office of the Revenue Commissioner of Baldwin County and Office of Probate Judge of Baldwin County the Resolution and associated attachments informing the Baldwin County Commission of the aforementioned grant of such Tax Abatement.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Section 40-9B-1, et seq., <u>Code of Alabama</u> 1975, or what is commonly referred to as the "Tax Incentive Reform Act of 1992," authorizes certain entities to grant Tax Abatements in their respective effort to attract new industries, and encourage existing industries to expand their pursuits in their varied jurisdictions.

Section 40-9B-5, <u>Code of Alabama</u> 1975, which is entitled "Granting of Abatement," provides: "(d) Any abatement of county taxes granted by a municipality or municipal industrial authority shall not be valid until the expiration of (1) 10 days following the date of physical delivery to the county commission or (2) 13 days following the date of mailing by certified mail to the county commission of a copy of the resolution granting such abatement. Proof of delivery by affidavit of service, in the case of physical delivery, or by certified mail receipt, in the case of mailing by certified mail, shall be furnished to the Department of Revenue at the same time as the filing of the abatement agreement under Section 40-9B-6. If the procedures herein prescribed are followed, any such abatement shall be effective as of the date granted."

File #: 19-0568, Version: 1

Staff requests the County Commission acknowledge receipt of the Resolution by granting the above referenced Tax Abatement and, further, forward to the Office of Revenue Commissioner of Baldwin County and Office of Judge of Probate of Baldwin County the Resolution and associated attachments informing the Baldwin County Commission of the aforementioned grant of such Tax Abatement.

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? $\ensuremath{\mathsf{N/A}}$

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): Correspondence to:

The Honorable Teddy Faust Revenue Commissioner Baldwin County, Alabama Post Office Box 1389 Bay Minette, Alabama 36507 The Honorable Harry D 'Olive Judge of Probate Baldwin County, Alabama Post Office Box 459 Bay Minette, Alabama 36507

cc: Ron Cink, Kim Creech and Heather Gwynn Lee Lawson, President and CEO, BCEDA, via email llawson@baldwineda.com

Additional instructions/notes: N/A



ECONOMIC DEVELOPMENT ALLIANCE

P.O. BOX 1340 ROBERTSDALE, AL 36567 www.baldwineda.com

January 10, 2019

Honorable Skip Gruber, Chairman County Commissioner, District No. 4 Baldwin County Administration Building 312 Courthouse Square, Suite 12 Bay Minette, Alabama 36507

CERTIFIED MAIL

Dear Commissioner Gruber,

As required by Alabama Law, I am enclosing a copy of the executed tax abatement application, resolution, and agreement granted to The Fairhope Brewing Company, LLC by the Fairhope Industrial Development Board for a major addition to their existing facility. The project is located in Baldwin County, inside the limits of the City of Fairhope.

Thank you for your time and consideration in this matter. If you have any questions, please call me at (251) 970-4003.

Sincerely,

Tanner Jones, Research Analyst Baldwin County Economic Development Alliance







36507-4809










This Resolution is made this <u>27th</u> day of <u>December</u>, <u>2018</u> by the <u>Fairhope Industrial</u> <u>Development Board</u> (the Granting Authority), to grant a tax abatement to <u>The Fairhope Brewing</u> <u>Company, LLC</u> (the Company).

WHEREAS, the Company has announced plans for a (check one):

new project or

major addition to their existing facility (the Project), located within the jurisdiction of the Granting Authority; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1 et seq., *Code of Alabama 1975*) (the Act) the Company has requested from the Granting Authority an Abatement of (check all that apply):

- all state and local noneducational property taxes,
- all construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or
- all mortgage and recording taxes; and

WHEREAS, the Company has requested that the abatement of state and local noneducational property taxes (if applicable) be extended for a period of <u>10</u> years, in accordance with the Act; and

WHEREAS, the Granting Authority has considered the request of the Company and the completed applications (copy attached) filed with the Granting Authority by the Company, in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in the Company's application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama, and has powers to enter into, and to perform and observe the agreements and covenants on its part contained in the Tax Abatement Agreement; and

WHEREAS, the Granting Authority represents and warrants to the Company that is has power under that constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out the provisions of the Tax Abatement Agreement;

NOW THEREFORE, be it resolved by the Granting Authority as follows:

Section 1. Approval is hereby given to the application of the Company and abatement is hereby granted of (check all that apply):

✓ all state and local noneducational property taxes,

- ✓ all construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and /or
- o all mortgage and recording taxes

as the same may apply to the fullest extent permitted by the Act. The period of abatement for the noneducational property taxes (if applicable) shall extend for a period of <u>10</u> years measured as provided in Section 40-9B-3(a)(12) of the Act.

Section 2. The governing body of the Granting Authority is authorized to enter into an abatement agreement with the Company to provide for the abatement granted in Section 1.

Section 3. A certified copy of this resolution, with the application and abatement agreement, shall be forwarded to the Company to deliver to the appropriate local taxing authorities (if applicable) and to the Alabama Department of Revenue in accordance with the Act.

Section 4. The governing body of the Granting Authority is authorized to take any and all actions necessary or desirable to accomplish the purpose of the foregoing of this resolution.

I hereby certify that the above and foregoing was duly adopted by the <u>Fairhope Industrial Development</u> <u>Board</u> at a meeting held on the 27^{th} day of <u>December</u>, 2018.

, _____

(Secretary)

FAIRHOPE BREWIN	NG C	OMP/	ANY
Expansion	Plan		
Breakdown of Costs			
Phase 1 (Canning Line)			
CODI Manufacturing canning system	\$178,980		
Shipping	\$4,000		
Econocorp cartoner	\$105,000		
Shipping	\$2,000		
Storage Space	\$8,000		
Construction/Installation	\$10,000		
Overrun (10%)	\$30,798		
SUBTOTAL		\$338,778	
Phase 2 (Increased Capacity)			
Three (3) 60 BBL Premier Stainless fermenter	\$66,000		
Shipping	\$6,000		
Prorefrigeration glycol chiller	\$20,000		
Shipping	\$2,400		
Installation	\$15,000		
Overrun (10%)	\$10,940		
SUBTOTAL		\$120,340	
TOTAL			\$459,118



Agenda Action Form

File #: 19-0574, Version: 1

Item #: Q3

Meeting Type: BCC Work Session Meeting Date: 1/22/2019 Item Status: New From: Ronald J. Cink, Budget Director Submitted by: Anu Gary, Administration/Records Manager

ITEM TITLE

Lillian Recreational Center, Inc. Lease Agreement

STAFF RECOMMENDATION

Approve a Lease Agreement between the Baldwin County Commission and Lillian Recreational Center, Inc., for the Lillian Recreational Center, Inc., to lease 6 acres, more or less, of county property known as the Lillian Recreational Center Park in Lillian for the purposes of providing a public park and a recreational facility. The term of the lease shall begin upon the date of full execution and expire five (5) years thereafter, unless sooner terminated by either party according to the terms contained in the agreement.

This agreement shall supersede and make null and void, any previous Lease Agreements between the Baldwin County Commission and Lillian Recreational Center, Inc., related to the County property known as the Lillian Recreational Center Park in Lillian.

BACKGROUND INFORMATION

Previous Commission action/date: June 17, 2014 - Last agreement approval.

Background: The Chairman has received a verbal request from Mr. Melvin E. Whitehurst, President of the Lillian Recreational Center, Inc. to lease the county property known as the Lillian Recreational Center Park, for a term of five (5) years.

Since the late 1980's, when the County acquired the 6-acre Lillian Recreational Park property located in the unincorporated Lillian community on US Highway 98, the Commission has entered into a series of five-year lease agreements with Lillian Recreational Center, Inc. The property is used as a public park and recreational facility for the Lillian community. The County Parks Division performs grounds maintenance on Center property on a periodic basis, and the County Building Maintenance Department performs facilities/equipment maintenance at the Center on an infrequent basis.

The last lease agreement between the County and the Lillian Recreational Center, Inc. was approved in June 2014, and the agreement expires June of 2019. The attached Lease Agreement is proposed for Commission consideration to continue the relationship with Lillian Recreational Center, Inc.

FINANCIAL IMPACT

Total cost of recommendation: \$1.00 per year will be paid to the County by the Lillian Recreational Center, Inc. for the next five (5) years. The County will pay \$1,200 per year to the Lillian Recreational Center, Inc. to off-set miscellaneous repairs to the premises.

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 - correspondence to:

Mr. Melvin E. Whitehurst, Ph.D., President Lillian Recreational Center, Inc.

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

Additional instructions/notes: N/A

STATE OF ALABAMA)

BALDWIN COUNTY)

<u>LEASE AGREEMENT REGARDING</u> <u>LILLIAN RECREATIONAL CENTER, INC.</u>

WHEREAS, this lease agreement is made and entered into, by and between the BALDWIN COUNTY COMMISSION, hereinafter called "LESSOR", and LILLIAN RECREATIONAL CENTER, INC., hereinafter called "LESSEE;" and

WHEREAS, LESSOR owns certain property in and about Lillian, Alabama; and

WHEREAS, LESSEE has asked LESSOR to lease a certain portion of LESSOR'S property, as delineated herein, for the purposes of operating a public park and recreational facility; and

WHEREAS, LESSOR considers such usage to be beneficial to the general upkeep and maintenance of such property; and

WHEREAS, LESSEE has agreed to enter such agreement and to indemnify and hold the LESSOR harmless from liability and loss; now therefore

IN CONSIDERATION of the mutual covenants and agreements herein set forth and the benefits bestowed upon the general public by the operation and maintenance of the property, LESSOR does hereby LEASE to LESSEE, and LESSEE does hereby LEASE from LESSOR for the purpose of a public park and recreational facility, the following described property situated in Baldwin County, Alabama, to-wit: Commencing at the Southwest corner of the Southwest Quarter of the Southeast Quarter, Section 21, Township 7 South, Range 6 East, Baldwin County, Alabama; thence run East for 33.0 feet, thence run North for 40.0 feet to North right of way line of U.S. Highway 98 and the POINT OF BEGINNING, thence run North parallel to West line of said Southwest Quarter for 960.50 feet, thence run East parallel to said North right of way line for 310.0 feet, thence run South parallel to West line of said Southwest Quarter for 700.50 feet, thence run West parallel to said north right of way line for 140.0 feet, thence run South parallel to said West line of the Southwest Quarter for 260.0 feet, thence run West along said North right of way line for 170.0 feet to the POINT OF BEGINNING, containing 6.00 acres, more or less.

; and

1. <u>**TERM**</u>: The term of this lease shall begin upon the date of full execution and expire five (years) thereafter, unless sooner terminated by either party according to the terms contained herein.

2. <u>CONSIDERATION/PAYMENTS</u>: The consideration for this lease shall be One Dollar (\$1.00) per year for the five year lease term period and the covenants, agreements and obligations to be performed by the LESSEE. This annual rental payment shall be due in advance of the leased term and the 1st day of each succeeding year in this lease term. All lease payments shall be made payable to LESSOR with lawful funds of The United States of America at the following address: Baldwin County Commission, Attention: Accounting Department, 312 Courthouse Square, Suite 11, Bay Minette, Alabama 36507.

3. <u>USAGE</u>: For and during the term of this lease, LESSEE agrees to use the property for a public park and recreational facility only.

4. <u>COVENANTS OF LESSEE</u>: The LESSEE does hereby covenant with the LESSOR to perform the following:

(A) LESSEE designates Mr. Melvin E. Whitehurst, Ph.D. who shall serve as the sole designee for and on behalf of LESSEE to coordinate all activities, inquires and requests related to the property.

(B) The LESSEE will make the property available as a public park to the general public, including all the residents of the Lillian Community and to all residents of and visitors to Baldwin County, Alabama.

(C) The LESSEE will provide for a security watch over the premises. The LESSEE will clarify and explain LESSOR park rules to visitors and will notify the Baldwin County Sheriff's Office at any such time as visitors may violate said park rules or damage any park property.

(D) The LESSEE will manage the improvements and facilities on the premises and make them available to other groups of citizens.

(E) The LESSEE will maintain the premises free of litter and debris and will bring trash and garbage from the premises to the highway right-of-way each week on the regular garbage collection day for the premises.

(F) The LESSEE will operate the bright lights on the premises to make the park facilities available for night use within the constraints of the LESSEE's budget.

(G) The LESSEE will notify the LESSOR of any known safety hazards which may exist on the premises and fix the problem.

(H) The LESSEE shall be responsible for the cost of maintenance of the leased premises.

5. <u>COVENANTS OF THE COUNTY</u>: The LESSOR does hereby covenant with the LESSEE to perform the following:

(A) LESSOR shall coordinate all activities, inquires and requests related to the property with Mr. Melvin E. Whitehurst, Ph.D., who shall serve as the sole designee for and on behalf of LESSEE.

(B) The LESSOR will pay the LESSEE One Thousand and Two Hundred Dollars (\$1,200.00) per year which shall be paid in advance in order to help offset the costs related to miscellaneous repairs to the premises required from time-to-time.

(C) The County Parks Division will mow the park property at least four (4) times per year.

(D) The County Parks Division will conduct a quarterly safety inspection of the premises and will repair or remove any equipment or feature which it deems to be hazardous.

(E) The LESSOR will place on the premises the Park Rules Sign which are erected at all County Parks, if any.

(F) The County Environmental/Solid Waste Department will pick-up trash and garbage from the premises where the LESSEE has placed it at the highway/right-of-way once each week at no cost to LESSEE.

6. **LIABILITY**: LESSOR shall not be responsible or liable for any work performed by the LESSEE, its agents, servants or employees during the term of the said lease, and LESSOR shall not be responsible or liable to any person for any accident or injury incurred by the reason of the LESSEE's use and operation of a public park and recreational facility on said property. The LESSEE hereby agrees to indemnify and hold the LESSOR harmless from any and all claims, damage or liability for any property damage and/or personal injury, including death, which may occur at any time upon the leased premises or as

a result of the activities of the LESSEE or its invitees on the leased premises. Said indemnification shall include any and all court costs and/or attorney's fees incurred by the LESSOR in defense of any claim made against it which may be based upon any occurrence on the leased premises or action of the LESSEE or its invitees in the usage of said leased premises.

7. <u>AUTHORITY OF THE LESSEE</u>: (A) The LESSEE may control the scheduling of the use of the facilities on the leased premises including the Community Center Building, the ball field and other Park facilities. (B) The LESSEE may construct additional public facilities and improvements on the premises after their design has been reviewed and approved by the LESSOR, in its discretion. The costs of any such improvement shall be borne and maintained by the LESSEE. The premises shall, at all times, be kept free of mechanics and materialmen's liens.

8. <u>**TERMINATION**</u>: This Lease may be terminated by the LESSEE upon one (1) month advanced notice in writing to the LESSOR. This Lease may be cancelled by the LESSOR, with or without cause or reason, upon one (1) month advance notice in writing to the LESSEE.

9. **TRESSPASSERS**: LESSEE shall have the right and authority to protect and control its interests in the said property and to keep trespassers therefrom.

10. **<u>DUTY OF CARE AND PRESERVATION</u>**: LESSEE agrees and covenants to operate the leased premises with care and not to permit waste of the said property nor destroy or remove the same without the consent of the LESSOR.

LESSEE shall remain compliant with all applicable Federal, State and Local Laws.

11. **<u>DUTY TO DO NO HARM</u>**: LESSEE shall do no harm to the premises including, without limitation, selling or removing from the leased premises any sand, gravel, rock, oil, coal, or other minerals, or any lumber, posts or wood.

12. **<u>RIGHT OF ENTRY</u>**: LESSOR or its authorized representatives shall have the right, at any reasonable time, to enter on the premises for any reasonable purpose to include, but not limited to, making any repairs, alterations or improvements deemed necessary by the LESSOR.

13. <u>NO AGENCY</u>: This lease shall not give rise to the creation of an agency relationship or a partnership relation between the parties hereto, and none of the parties shall have the authority to bind the others without written consent.

14. <u>NO ASSIGNMENT</u>: LESSEE may not assign this lease or sublease or encumber any portion of the land leased hereunder without the prior written consent of the LESSOR. Any attempt at assignment, sublease or other transfer, in violation of the provisions of this lease, shall at the option of the LESSOR be void.

15. <u>SUCCESSORS IN INTEREST</u>: Each and all the covenants, conditions and restrictions in the Lease shall inure to the benefit of and shall be binding upon the successors in interest of the parties hereto.

16. **<u>PARTIAL INVALIDITY</u>**: If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

17. **<u>BINDING</u>**: This lease may be re-negotiated at the option of LESSOR'S successors in office.

18. <u>**TAXES**</u>: LESSOR agrees to pay all taxes levied and assessed against the premises.

19. **DEFAULT**: If LESSEE fails to carry out any provision of this lease, LESSOR shall have the right to terminate the lease on ten (10) days written notice of their intention to do so, and LESSOR shall have the right to proceed by all legal means to obtain possession of the leased premises. LESSEE agrees that if LESSOR employs an attorney to represent it in order to obtain possession of the leased premises, that it will pay a reasonable attorney's fee and court costs in connection therewith to include, but not limited to, fees and costs associated with LESSEE's failure to surrender possession properly, quietly and peaceably.

20. **LEASE RENEWAL/EXTENSIONS**: Should LESSEE comply with the terms of this lease and desire for the lease to be extended or renewed, and should there have been no threatened, pending or actual legal action between the parties during the term of this lease, then LESSEE may request in writing to LESSOR, prior to expiration of this lease, that the lease be extended or renewed. LESSOR, may agree to extend or renew this lease with LESSEE with similar, additional or different terms in its sole discretion, as it sees fit, or elect not to extend or renew this lease. Should LESSOR not approve of an extension or renewal of the lease prior to expiration of this lease, then all rights of LESSEE ends upon termination of this lease. Upon termination of the lease, LESSOR shall be under no obligation whatsoever to offer any new lease to LESSEE.

21. <u>MODIFICATION</u>: This Lease shall not be modified except by the written agreement of both parties hereto.

22. <u>ENTIRE UNDERSTANDING</u>: This lease shall constitute the entire understanding of the parties hereto with respect to the subject matter hereof, and no amendment, modification, or alternation of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

23. <u>ACTS OF GOD</u>: Neither LESSOR nor LESSEE shall be required to perform any terms, condition, or covenant of this lease so long as performance is delayed or prevented by acts of God, drought, floods, material or labor restrictions by any governmental authority and any other cause not reasonably within the control of either party, and which, by the exercise of due diligence, LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

24. **<u>NON-WAIVER OF DEFAULT</u>**: The failure of the LESSOR to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this lease shall not constitute a default or be construed as a waiver or relinquishment of the right of the LESSOR to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned LESSOR and LESSEE have hereunto signed and sealed this instrument as of the day and year first above written.

LESSOR

BALDWIN COUNTY COMMISSION

BY:_____ Date:_____ CHARLES F. GRUBER, Chairman

ATTEST:

BY: _____Date:_____ Ronald J. Cink, Budget Director

LESSEE

LILLIAN RECREATIONAL CENTER, INC.

BY:____ _/____ MELVIN E. WHITEHURST, Ph.D. As Its: President Date

***NOTARY PAGE TO FOLLOW**

STATE OF ALABAMA

COUNTY OF BALDWIN

I, ______, a Notary Public, in and for said County in said State, do hereby certify that Charles F. Gruber, whose name as Chairman, and Ronald J. Cink, whose name as Budget Director of Baldwin County, Alabama, a political subdivision of the State of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this date, that being informed of the contents of said instrument, they, as such officers, and with full authority, voluntarily executed the same on the day the same bears date.

GIVEN under my hand and seal this the _____ day of _____, 2019.

Notary Public My Commission Expires:_____

STATE OF ALABAMA

COUNTY OF BALDWIN

I, ______, a Notary Public, in and for said County in said State, do hereby certify that Melvin E. Whitehurst, Ph.D., whose name as President of the Lillian Recreational Center, Inc., a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this date, that being informed of the contents of said instrument, he, as such officer, and with full authority, voluntarily executed the same on the day the same bears date for and as the act of said corporation.

GIVEN under my hand and seal this the _____ day of _____, 2019.

Notary Public My Commission Expires:_____



Agenda Action Form

File #: 19-0558, Version: 1

Item #: Q4

Meeting Type: BCC Work Session Meeting Date: 1/22/2019 Item Status: New From: Ronald J. Cink, Budget Director Submitted by: Tawanda Gulley, Administrative Support Specialist

ITEM TITLE

Consideration for Rescheduling the Baldwin County Commission Regular Meeting in March 2019

STAFF RECOMMENDATION

Adopt Resolution #2019-039 which approves the following:

1) The March 5, 2019, Regular Meeting of the Baldwin County Commission is rescheduled to instead, be held and conducted on Wednesday, March 6, 2019, at 8:30 a.m., in the County Commission Chambers in the Baldwin County Administration Building as located at 322 Courthouse Square, Bay Minette, Alabama.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The March 5, 2019, Regular Meeting of the Baldwin County Commission will need to be rescheduled to another day due to a county holiday, Mardi Gras (Fat Tuesday), on March 5, 2019. Staff is proposing the meeting be held on Wednesday, March 6, 2019, at 8:30 a.m. with no change to the location.

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?

File #: 19-0558, Version: 1

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: Time Sensitive - See below

Individual(s) responsible for follow up: Administration: Update Legistar and Insite online meeting calendar Update 4BCC Outlook Calendar Send Notice to Media/BCC Contacts Post Notices at courthouse and facilities Upload Notice to county website Upload Resolution to BCAP Update Upload Log

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

Additional instructions/notes: N/A

)

RESOLUTION #2019-039 OF THE BALDWIN COUNTY COMMISSION

RESCHEDULING THE MARCH 5, 2019 BALDWIN COUNTY COMMISSION REGULAR MEETING.

COMES NOW, the Baldwin County Commission desiring to reschedule a certain Baldwin County Commission regular meeting in March 2019, as set forth herein below; now therefore

BE IT RESOLVED BY THE BALDWIN COUNTY COMMISSION IN REGULAR SESSION ASSEMBLED, that, pursuant to the authority found at §11-3-8 (a) of the Code of Alabama 1975, and without limitation, the Baldwin County Commission hereby approves the following:

1. The March 5, 2019, Regular Meeting of the Baldwin County Commission is rescheduled to instead, be held and conducted on Wednesday, March 6, 2019, at 8:30 a.m., in the County Commission Chambers in the Baldwin County Administration Building as located at 322 Courthouse Square, Bay Minette, Alabama.

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama on this the 5th day of February, 2019.

Commissioner Charles F. Gruber, Chairman

ATTEST:

Ronald J. Cink, County Administrator



Agenda Action Form

File #: 19-0262, Version: 1

Item #: Q5

Meeting Type: BCC Work Session Meeting Date: 1/22/2019 Item Status: New From: Ronald J. Cink, Budget Director Submitted by: Anu Gary, Administration/Records Manager

ITEM TITLE

Counsel for the Baldwin County Commission (County Attorney) - Considerations Related to Contract for Services

STAFF RECOMMENDATION

DISCUSSION ITEM - As authorized at Section 6 of Act No. 239 (1931), as amended, the Commission wishes to discuss and consider the Contract for Services between the Baldwin County Commission and Blackburn, Conner and Taupeka, P.C. applicable to the Baldwin County Commission's appointment/designation of Counsel for the Baldwin County Commission which position shall be styled as "County Attorney."

BACKGROUND INFORMATION

Previous Commission action/date: December 3, 2014 - Current contract with County Attorneys, Blackburn, Conner and Taupeka, P.C., was approved by the Commission.

The contract shall continue in full force and effect unless terminated by the Baldwin County Commission or the Independent Contractor.

Background: The Baldwin County Commission was established by a 1931 Act of the Alabama Legislature. The 1931 Act is considered a local legislative act applicable only to Baldwin County, Alabama, and is commonly referred to as Act No. 239 (1931), as amended.

Section 6 of Act No. 239 (1931), as amended, provides in pertinent part, as follows: "The Commission shall have the duty, power, jurisdiction, authority and privilege: to employ counsel for the Commission under such contract as it shall deem advantageous ..."

The Baldwin County Commission shall consider the appointment/designation, by contract authorized by Section 6 of Act No. 239 (1931), as amended, of counsel, styled as "County Attorney" for the Baldwin County Commission.

FINANCIAL IMPACT

File #: 19-0262, Version: 1

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? $\ensuremath{\mathsf{N/A}}$

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

STATE OF ALABAMA

COUNTY OF BALDWIN)

)

CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES (hereafter the "Contract") is made by and between the Baldwin County Commission, the governing body of Baldwin County, Alabama, and a political subdivision of the State of Alabama (hereafter the "Baldwin County Commission"), and Blackburn, Conner and Taupeka, P.C. (hereafter the "Independent Contractor"), wherein the Independent Contractor agrees to provide and the Baldwin County Commission agrees to accept, in consideration of the mutual covenants contained herein, the terms and services specified within this Contract.

WITNESSETH:

WHEREAS, the Baldwin County Commission was established by a 1931 Act of the Alabama Legislature which has been amended by said Alabama Legislature from time-to-time; and

WHEREAS, the aforementioned 1931 Act is considered a local legislative act applicable only to Baldwin County, Alabama, which is commonly referred to as Act No. 239 (1931), as amended; and

WHEREAS, Section 6 of Act No. 239 (1931), as amended, provides, in pertinent part, as follows:

The Commission shall have the duty, power, jurisdiction, authority and privilege: ... to employ counsel for the Commission under such contract as it shall deem advantageous

WHEREAS, the Baldwin County Commission, during its meeting held on November 12, 2014, voted to appoint/designate the Independent Contractor as Counsel for the Baldwin County Commission, said position identified as "County Attorney"; and

WHEREAS, the Independent Contractor is willing to accept said position pursuant to the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and hereby acknowledged, the Baldwin County Commission and the Independent Contractor agree as follows:

Article I.

RECITALS

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

Article II.

DEFINITIONS

With Cause:	A reason exists which may or may not be made public at the sole discretion of the Baldwin County Commission.
Without Cause:	At the sole discretion of the Baldwin County Commission and without the need for a reason.

Article III.

<u>TERM(S), PERIOD OF APPOINTMENT/DESIGNATION</u> <u>AND INDEPENDENT CONTRACTOR</u>

The Baldwin County Commission appoints the Independent Contractor, and the Independent Contractor hereby accepts said appointment as County Attorney for the Baldwin County Commission, which appointment shall be as an independent contractor and not as an employee of the Baldwin County Commission, said Independent Contractor having no rights under the personnel merit system of Baldwin County, Alabama. The Independent Contractor serves solely at the pleasure of the Baldwin County Commission and may be dismissed with or without cause to be determined exclusively by the Baldwin County Commission pursuant to this Contract.

The Independent Contractor shall commence performance of said duties, as provided herein, upon the effective date of this Contract, and the Independent Contractor shall complete the adequate performance of the said duties and provisions noted herein on a continuing and ongoing basis.

Article IV.

PERIOD OF PERFORMANCE AND NON-BINDING EFFECT

The effective date of this Contract shall be the date when the Chairman of the Baldwin County Commission places his signature hereon and shall continue in full force and effect unless terminated by the Baldwin County Commission or the Independent Contractor as set forth herein.

Article V.

SCOPE OF SERVICES/ DUTIES

The Independent Contractor shall serve as **County Attorney** providing legal counsel to the Baldwin County Commission. The Baldwin County Commission, and only the Baldwin County Commission, shall have supervisory control over the Independent Contractor.

It is expressly understood and agreed that the Independent Contractor will continue to represent other clients and parties, and such representation shall not be deemed a breach of this Contract. In the event that the Independent Contractor has or perceives a conflict of interest which prohibits the Independent Contractor's representation of the Baldwin County Commission in a given matter, the Baldwin County Commission shall be entitled to retain other counsel to represent the Baldwin County Commission in such matter. In the event such a conflict of interest arises, the same shall not be deemed a breach of this Contract.

Article VI.

STANDARD OF PERFORMANCE

The Independent Contractor shall perform all such services in the manner and according to the standards observed by an able legal professional of the same skill and level of competence in the field within which said Independent Contractor is engaged, subject to all applicable rules and regulations.

Article VII.

COMPENSATION, TAXES AND BENEFITS

The Independent Contractor shall be paid an hourly rate of \$225/hour for work performed by the Independent Contractor and each attorney within the Firm providing services to the Baldwin County Commission. In addition, the Baldwin County Commission shall pay all expenses incurred by the Independent Contractor in providing services to the Baldwin County Commission, including, but not limited to, court costs, deposition expenses, travel expenses, facsimile charges, postage expenses, telephone expenses, copying charges and outside legal or expert expenses. Said payment shall be due and payable by the Baldwin County Commission to the Independent Contractor at the first of each month based on the invoices submitted by the Independent Contractor. For extraordinary services provided by the Independent Contractor, including, but not limited to, the issuance of opinion letters for bond issues or other matters beyond the normal scope of services contemplated by the Parties, the Independent Contractor shall be entitled to additional compensation as agreed upon between the Independent Contractor and the Baldwin County Commission.

The Baldwin County Commission shall not be responsible for paying any taxes on the Independent Contractor's behalf, and should the Baldwin County Commission be required to do so by state, federal, or local taxing agencies, the Independent Contractor agrees to promptly reimburse the Baldwin County Commission 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 and income tax.

The Independent Contractor understands and acknowledges that the Independent Contractor shall not be entitled to any of the benefits as an employee of the Baldwin County Commission including, but not limited to, vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

Notwithstanding any statement contained in this Contract, nothing herein shall be construed or interpreted as affording the Independent Contractor any rights existing under the personnel merit system of Baldwin County, Alabama.

Article VIII.

TERMINATION

It is understood that the Independent Contractor works at the sole discretion and the sole pleasure of the Baldwin County Commission. Nothing contained in this Contract shall in any way prevent, limit or restrict the right of the Baldwin County Commission to terminate or not renew this Contract and to discontinue the services of the Independent Contractor at any time, with or without cause, by giving thirty (30) days written notice of such termination. Nothing contained in this Contract shall in any way prevent, limit or restrict the right of the Independent Contractor to terminate or not renew this Contract and to discontinue the services of the Independent Contractor at any time, with or without cause, by giving thirty (30) days written notice of such termination. In the event of termination of this Contract by either Party, the Independent Contractor shall be paid compensation and expenses for work performed through and including the date of termination.

Article IX.

REMEDIES NOT EXCLUSIVE

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

Article X.

SEVERABILITY

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

Article XI.

ASSIGNMENT

The Independent Contractor shall not assign any rights under this Contract without the prior written consent of the Baldwin County Commission, and any attempt to so assign without such consent shall be void, without legal effect and shall constitute grounds for termination of the Independent Contractor and this Contract. The retention by Independent Contractor of additional counsel to represent the Baldwin County Commission in a given matter shall not be regarded as an assignment of rights under this Contract by the Independent Contractor.

Article XII.

NO WAIVER OF DEFAULT

No delay or omission of the Parties to this Contract 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 to the Parties shall be exercised from time to time and as often as may be deemed expedient.

Article XIII.

ENTIRE CONTRACT AND AMENDMENT

In conjunction with the matters considered herein, this Contract contains the entire understanding and agreement of the Parties, and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Contract may be altered, amended or modified only by an instrument in writing, executed by the Parties to this Contract and by no other means. Furthermore, this Contract replaces and supersedes the prior Contract for Services approved by the Baldwin County Commission at its November 10, 2010, meeting.

Article XIV.

COMPLIANCE WITH THE LAW

The Independent Contractor shall at all times remain in compliance with all Baldwin County, State of Alabama and Federal statutes, or other ordinances and regulations now in force or which may hereafter be in force with regard to this Contract.

Article XV.

ALABAMA LAW

This Contract shall be deemed to have been made in the State of Alabama and shall be governed by and construed in accordance with the laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder. Any litigation regarding this Contract or its contents shall be filed, if in state court, in the Circuit Court of Baldwin County, Alabama, or if in federal court, in the United States District Court for the Southern District of Alabama.

Article XVI.

AUTHORITY

All parties to this Contract warrant and represent that they have the power and the authority to enter into this Contract in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in

order to enter into this Contract have been fully complied with.

Article XVII.

NOTICES

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

Article XVIII.

CAPTIONS

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

Article XIX.

RULE OF CONSTRUCTION

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

BALDWIN COUNTY COMMISSION

By: Cary CHARLES F. GRUBER. As Its: Chairman As Its: Interin County And Adminis Traton

BLACKBURN, CONNER AND TAUPEKA, P.C.

By: 12.3.14 DANIEL G. BLACKBURN Date

Its: President

NOTARY PAGE TO FOLLOW

ATTEST:

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, <u>Keri Green</u>, a Notary Public, in and for said County in said State, hereby certify that Charles F. Gruber, whose name as Chairman, and <u>Ronald T. Cink</u>, whose name as <u>Interim County Administrator</u> of the BALDWIN COUNTY COMMISSION, a county commission and political subdivision of the State of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said county commission.

Given under my hand and seal this _____ day of <u>December</u>, 2014.

Notary Public, Baldwin County, Alabama My Commission Expires: <u>My Commission Expires</u> 11/23/2015

STATE OF ALABAMA

)

COUNTY OF BALDWIN)

Given under my hand and seal this the 3rd day of December

Notary Public, Baldwin County, My Commission Expires:



Agenda Action Form

File #: 19-0566, Version: 1

Item #: Q6

Meeting Type: BCC Work Session Meeting Date: 1/22/2019 Item Status: New From: Ronald J. Cink, County Administrator Submitted by: Tawanda Gulley, Administrative Support Specialist

ITEM TITLE

Baldwin County Deputy Coroners' Pay

STAFF RECOMMENDATION

At the request of the Baldwin County Coroner, Dr. Brian Pierce, discuss the deputy coroners' pay and related matters.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Section 11-5-34

Deputy coroners.

The coroner of each county is authorized to appoint such deputy coroners as are needed, with the prior approval of the county commission. Any appointment shall be in writing and shall be filed in the office of the coroner and the office of the judge of probate. The coroner of each county may delegate any of the powers of the office to one or more deputies who shall then have the same duties with respect thereto as has the coroner. Any act of a deputy shall be performed in the name of the coroner and signed by the deputy performing the act. A deputy coroner shall hold office during and subject to the pleasure of the coroner. Each deputy coroner, before entering the performance of the office, shall file with the judge of probate of the county the bond and oath of office required by law to be filed by the coroner. No compensation shall be paid to a deputy coroner without approval of a majority of the membership of the county commission.

(Act 2006-581, p. 1527, §5.)

FINANCIAL IMPACT

Total cost of recommendation: N/A

File #: 19-0566, Version: 1

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? $\ensuremath{\mathsf{N/A}}$

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): As the Commission directs.

Additional instructions/notes: N/A

Tawanda Gulley

From:	Ronald Cink
Sent:	Wednesday, January 16, 2019 9:07 AM
То:	Anu Gary; Monica Taylor; Miranda N. McKinnon; Victoria Key; Tawanda Gulley; Michelle Howard
Cc:	David Conner; Charles F. Gruber; Brian Pierce
Subject:	FW: Question

Please prepare an agenda item to review Dr. Pierce's questions with the Commission. The main issue is going to be how to address the deputy coroners. Currently the Deputies are strictly under an agreement with the coroner and he pays them as contract which creates the generation of a 1099. This also begs the question of liability/workers comp in the event one is injured while performing county work. The statutes addressing the coroner are very clunky and some of the larger counties have local acts solving some of these issues.

David can your firm pull the statutes together? Below is the section addressing deputy coroners.

Section 11-5-34

Deputy coroners.

The coroner of each county is authorized to appoint such deputy coroners as are needed, with the prior approval of the county commission. Any appointment shall be in writing and shall be filed in the office of the coroner and the office of the judge of probate. The coroner of each county may delegate any of the powers of the office to one or more deputies who shall then have the same duties with respect thereto as has the coroner. Any act of a deputy shall be performed in the name of the coroner and signed by the deputy performing the act. A deputy coroner shall hold office during and subject to the pleasure of the coroner. Each deputy coroner, before entering the performance of the office, shall file with the judge of probate of the county the bond and oath of office required by law to be filed by the coroner. No compensation shall be paid to a deputy coroner without approval of a majority of the membership of the county commission.

(Act 2006-581, p. 1527, §5.)

Ron Cink Baldwin County Commission Budget Director Office 251-580-2550 Cell 251-802-5700

From: Brian Pierce Sent: Monday, January 14, 2019 7:52 AM To: Ronald Cink <RCink@baldwincountyal.gov> Subject: Question

- 1. Are you the proper avenue to ask to be placed on the agenda? Or do I need to make that request though someone else.
- 2. I do need to appoint Troy Dyess and Daren Montgomery as Deputy Coroner's . I want to make the change that I have the discretion to pay between \$750-1250 per month. Until we get this pay straightened out I want the flexibility to pay based on merit and days worked.

3. Finally, unless there is an issue with County policy, Beginning February 4 I will have one of the girls come in at 7 am and the other at 9 am one leave at 4 pm and the other at 6Pm.

Please advise or Call with any questions.

Brian



Agenda Action Form

File #: 19-0573, Version: 1

Item #: Q7

Meeting Type: BCC Work Session Meeting Date: 1/22/2019 Item Status: New From: Commissioner James E. Ball Submitted by: Anu Gary, Administration/Records Manager

ITEM TITLE

Discussion Regarding Salaries for Appointed Contract Employees - County Administrator, Personnel Director and Emergency Management Agency Director Positions

STAFF RECOMMENDATION

Discuss the salary ranges of the following appointed contract employee positions:

County Administrator Personnel Director Emergency Management Agency (EMA) Director

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: According to local legislation applicable to Baldwin County, a certain and limited number of Baldwin County Commission administrative positions shall be appointed contract employees. Section 45-2-120.12 of the <u>Code of Alabama</u> (1975) reads, in part, as follows:

One appointed employee position may be filled by the judge of probate which position shall be designated chief clerk.

Two appointed employee positions may be filled by the revenue commissioner which positions shall be designated chief clerk of collections and chief appraiser.

Three appointed employee positions may be filled by the sheriff which positions shall be designated chief deputy, chief jailer, and chief of the civil division.

The following shall be appointed contract employees: county administrator, emergency management director, juvenile detention director, personnel director, building official, clerk/treasurer, county engineer, development and environmental director, budget director, and communication and information systems director.

Each of the appointed contract employees shall be employed under contract with the commission. Each contract shall include at a minimum the following provisions:

1) A provision for termination and severance.

2) A job description for the position.

3) An annual written evaluation to be reviewed with the employee and retained by the commission in the employee's personnel file.

4) A provision that the contract will be nonbinding on the successor commission after each four-year election; however, the contracts must be cancelled or continued within 90 days of the successor commission taking office.

5) A provision that any appointed contract employee employed by the county commission may not be subject to any action to cancel or not to renew the contract or in any other manner dismiss or terminate the contract employee except by a three-fourths vote of the elected members of the county commission.

Commissioner James E. Ball would like to discuss the salary ranges for the following appointed contract employees:

County Administrator Personnel Director Emergency Management Agency (EMA) Director

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: Personnel Department / Administration Department

Action required (list contact persons/addresses if documents are to be mailed or emailed): As directed by the Commission.

Additional instructions/notes: N/A



Agenda Action Form

File #: 19-0561, Version: 1

Item #: Q8

Meeting Type: BCC Work Session Meeting Date: 1/22/2019 Item Status: New From: Ronald J. Cink, Budget Director Submitted by: Tawanda Gulley, Administrative Support Specialist

ITEM TITLE

Baldwin County Commission Policy #2.9 - Official and Employee County Owned Car Policy

STAFF RECOMMENDATION

Discuss Policy #2.9 - Official and Employee County Owned Car Policy.

BACKGROUND INFORMATION

Previous Commission action/date: December 18, 2012 - Last Policy Revision

Background: The Budget Director wishes to discuss the current County Policy regarding official and employee county owned take home vehicles. According to the Association of County Commissions of Alabama (ACCA), if an employee uses a vehicle for personal use it should to be stated in the County policy. The current County Policy states individuals who are issued a County car shall not use the assigned vehicle for personal use.

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

File #: 19-0561, Version: 1

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): As the Commission directs.

Additional instructions/notes: N/A



COMMISSIONERS

Beverlye Brady, Esq.

John Plunk, Esq.

Jerry L. Fielding, Ret. Sr. Circuit Judge, Chair

Frank C. "Butch" Ellis, Jr., Esq., Vice-Chair Charles Price, Ret. Circuit Judge STATE OF ALABAMA ETHICS COMMISSION

MAILING ADDRESS P.O. BOX 4840 MONTGOMERY, AL 36103-4840 STREET ADDRESS RSA UNION 100 NORTH UNION STREET SUITE 104 MONTGOMERY, AL 36104



Thomas B. Albritton Executive Director

TELEPHONE (334) 242-2997 FAX (334) 242-0248 WEB SITE: www.ethics.alabama.gov

June 6, 2018

ADVISORY OPINION NO. 2018-05

Mr. John A. Tinney Attorney for Ashland Water Board 739 Main Street Post Office Box 1430 Roanoke, AL 36274

Personal Use of Equipment/Water Board employee taking children to school.

An employee of the Ashland Water Board may drop his children off at daycare on his way to work in his official vehicle if the use requested is allowed "pursuant to a lawful employment agreement regulated by agency policy."

Dear Mr. Tinney:

The Alabama Ethics Commission is in receipt of your request for a formal Advisory Opinion of this Commission, and this opinion is rendered pursuant to that request. John A. Tinney Advisory Opinion No. 2018-05 Page 2

FACTS

The facts as have been presented to this Commission are as follows:

"The Ashland Water Board has a vehicle which it provides to an employee which the employee keeps for transportation for matters relating to the Water Board. He is allowed by agreement with the Water Board to have possession of this vehicle at all times and utilizes the vehicle in traveling to and from work.

There are times when he might be called out at night should there be a water main break, etc. when he would be required to attend to Water Board business after hours.

This employee has children still in school in Ashland. He occasionally will drop the children off on his way to work in the Water Board vehicle. The dropping off of the children is not out of the way on his way to work and I am sure that the additional gas used in dropping off the children is minimal.

The question has arisen as to whether it is a violation of Alabama Ethics statutes for this individual to drop off the children on his way to work in the company vehicle."

QUESTION PRESENTED

Is it a violation of Alabama Ethics statutes for an employee of the Ashland Water Board to drop off the children on his way to work in the vehicle supplied to him for his official use?

ANALYSIS

The primary issues which the question raises involve the application of <u>Ala. Code</u> § 36-25-5(a) and (c), which state:

(a) No public official or public employee shall use or cause to be used his or her official position or office to obtain personal gain for himself or herself, or family member of the public employee or family member of the public official, or any business with which the person is associated unless the use and gain are otherwise specifically authorized by law. Personal gain is achieved when the public official, public employee, or a family member thereof receives, obtains, exerts control over, or otherwise converts to personal use the object constituting such personal gain.

(c) No public official or public employee shall use or cause to be used equipment, facilities, time, materials, human labor, or other public property under his or her

John A. Tinney Advisory Opinion No. 2018-05 Page 3

discretion or control for the private benefit or business benefit of the public official, public employee, any other person, or principal campaign committee as defined in Section 17-22A-2, which would materially affect his or her financial interest, except as otherwise provided by law or as provided pursuant to a lawful employment agreement regulated by agency policy.

The Commission previously addressed this issue under similar facts. In Advisory Opinion 2011-08 (Pettaway), the Commission held, "The Perry County Commission may, by policy, allow the Perry County Coroner to use a County vehicle for personal, as well as business use, so he may be accessible when needed." In that Opinion, the Commission recognized the practical implications of prohibiting someone who is on-call from being able to conduct errands, etc., while in an official vehicle but only when it is allowed pursuant to a lawful employment agreement regulated by agency policy. That conclusion equally applies to the question and facts presented, and the use requested herein is allowed if "provided pursuant to a lawful employment agreement regulated by agency policy."

CONCLUSION

An employee of the Ashland Water Board may take his children to school on his way to work in his official vehicle if the use requested is "provided pursuant to a lawful employment agreement regulated by agency policy."

AUTHORITY

By <u>3-1</u> vote of the Alabama Ethics Commission on June 6, 2018.

Jerry L. Fielding, Ret. Sr. Circuit Judge Chair Alabama Ethics Commission

COMMISSION POLICY	POLICY	#2.9		
	SUBJECT: Official and Employee County Owned Car Policy			
	DATE ADOPTED	AGENDA ITEM		
	December 18, 2012	EA4		
		NS (Can be found in the Inactive Policy Book.)		
	DATE ADOPTED	PAGE (BCC MINUTES)		
	September 17, 1985	Book 6, pg. 93		
	February 19, 2008	Page 26		
	March 17, 2009	Page 11		

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 defines the County Vehicle policy. Individuals who are issued a County car shall not use the assigned vehicle for personal use. The assigned vehicle may only be used by the employee to whom it was issued for official County business. The only exception to this rule is commuting to and from one's residence to one's workstation. All employees who are issued a county car, (emergency, maintenance, administrator, and field personnel who are on 24 hour call) must commute in their assigned vehicle to ensure adequate transportation in case of an emergency. Violation of the above limitations will constitute a retraction of the authorization of use. Personnel issued a County vehicle may not choose to use their personal vehicle for County business and request mileage.

Personnel who drive a County vehicle home and commute to and from work using a County vehicle shall be authorized by the County Commission. The following personnel can be considered by the County Commission to be authorized to commute to and from work from their home using a county vehicle:

- 1. Department Directors
- 2. Supervisory personnel (if requested by their Director)
- 3. Other staff (if recommended by the County Administrator or a Department Director)

Personnel that are authorized expressly by this policy and need no additional authorization include;

- 1. Personnel designated as "on call" provided that they drive the vehicle home only on days in which they are "on call".
- 2. Personnel activated in times of emergency.
- 3. Personnel that utilize a county vehicle for their job during normal business hours, and their physical location at the conclusion of the business day is closer to their home than their personal vehicle, then in such instances and on an occasional basis only, the employee may drive the County vehicle home with prior approval of their supervisor.
- 4. Pool cars assigned to B.C.C. Administration, may be driven home on an occasional basis with prior approval from the County Administrator. In the case where the County Administrator needs to drive a pool car home, approval shall be provided by the Chairman.

Only personnel that meet the above requirements will be authorized to drive a vehicle home.

The County Commission, reserves the right to require a County employee to use a county vehicle, if, in their opinion, the use of the County vehicle would be less expensive for the County than the mileage charges for the employees personal vehicle.

PROCEDURAL REQUIREMENT

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

- 1. A request to regularly drive a County vehicle home must be made to the County Commission as an agenda item in the Commission meeting.
 - a) Department Directors shall make the request for themselves or any supervisor in their department.
 - b) Individual staff member requests shall be made by the Department Director.
- 2. Should the Commission approve the request, the employee may begin to drive the vehicle to and from their home and his or her name shall be added to the approved list by the County Administrator. It is the responsibility of each Director to notify the County Administrator if an individual approved to drive a vehicle home, stops doing so, in order to update the Approved List.
- 3. The Commission will annually charge the employee for the taxable fringe benefit of commuting to and from home in a County vehicle.
- 4. Each December, the County Administrator shall present the current list of employees that drive County vehicles home, to the County Commission for review.



Agenda Action Form

File #: 19-0571, Version: 1

Item #: Q9

Meeting Type: BCC Work Session Meeting Date: 1/22/2019 Item Status: New From: Ronald J. Cink, Budget Director Submitted by: Anu Gary, Administration/Records Manager

ITEM TITLE

Purchase of Video Equipment for Central Annex Auditorium and Video Recording of Baldwin County Planning and Zoning Commission Meetings

STAFF RECOMMENDATION

Take the following actions:

- Authorize the expenditure from the video tax proceeds in the amount not to exceed \$7,195.34 to purchase on-location video recording equipment for the Central Annex Building (Auditorium) located in Robertsdale; and
- 2) Authorize County staff to record the monthly meetings of the Baldwin County Planning and Zoning Commission and the distribution of the meeting videos to the public on the County website, Facebook, You Tube and other available media resources.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Commissioners have expressed interest in video recording the Baldwin County Planning and Zoning Commission monthly meetings, in order to make the meetings more transparent, accessible and convenient for the general public.

In order to video record and broadcast the meetings on Facebook, You Tube, on-location recording equipment would have to be purchased and installed at the Baldwin County Central Annex Building in Robertsdale. CIS staff has researched the necessary equipment to accomplish this and the cost for the equipment is \$7,195.34. This includes two-camera angle recording with a camera hard mounted on the wall and another camera on a tri-pod, controlled by an iPad application.

FINANCIAL IMPACT

Total cost of recommendation: \$7,195.34 for equipment and staff cost to produce the monthly

File #: 19-0571, Version: 1

meetings TBD.

Budget line item(s) to be used: Funding from 1.41300 (CATV License Tax or 1.34830 (Reserved Fund Balance for Excess Cable Franchise Fees)

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

CIS Order Form

Communication and Information Systems Main Number(251)580-2539 Fax Number.......(251)580-2538 Regular Office Hours are Mon-Fri 8am-4:30pm

1/17/2019 7:21:58AM Regular Office Hours are Mon-Fri 8am-4:			Office Hours are Mon-Fri 8am-4:30pm
CIS Order Number	4334		
Requestor	Tim Doerr		
Bill To	Baldwin County Commission Attn: Finance-Accounts Payable 312 Courthouse Square Suite 11 Bay Minette, AL 36507	Ship To	Baldwin County CIS Dept 175 Courthouse Square Bay Minette, AL 36507
Date Ordered	,	Bid Number	nipa 2018011-01
Date Required		Shipping Information	
Vendor	CDW-G	Contact	Rob Sullivan
Phone Fax	312-705-9505	Address	

Comments

Sling Studio equipment requested by Tim Doerr

Cost Center	Product	Part Number	QTY	Price	Extended
	SlingStudio Hub	4850732	1	933.71	933.71
	SlingStudio Li-Ion Battery	4850738	1	138.60	138.60
	SlingStudio USB-C	4850740	1	46.19	46.19
	Sling Media CameraLink	4850735	1	325.35	325.35
	Sling Media Backpack	4850741	1	176.73	176.73
	VariZoom Tripod	4586397	1	245.45	245.45
	JVC Camcorder	5252874	1	1,597.89	1,597.89
	100 Ft HDMI cable	3892029	1	93.26	93.26
	Panasonic Camera Wall mount	5250999	1	160.90	160.90
	Panasonic Camera	3887933	1	2,686.51	2,686.51
	Micro USB - HDMI	3095770	1	12.71	12.71
	iPad Pro 12.9"	4648248	1	778.04	778.04

Sub Total	7,195.34
Shipping	0.00
Sales Tax 0.00%	0.00
Price Adjustment	0.00
Total	7,195.34

Requested by

Approved by
Powered by Track-It!

Date

Date

CIS Order Form

Communication and Information Systems Main Number(251)580-2539 Fax Number.......(251)580-2538 Regular Office Hours are Mon-Fri 8am-4:30pm

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Date Ordered		Bid Number	nipa 2018011-01
Date Required Vendor	CDW-G	Shipping Informatio	Rob Sullivan
Phone Fax	312-705-9505	Address	
Comments Sling Studio equipment r	equested by Tim Doerr		
Purchased Licenses			
Description	Serial	Number Activation Ke	ey Licenses Owned Expiration Dat

Total Count Purchased

Requested by

Date

Date



Agenda Action Form

File #: 19-0569, Version: 1

Item #: Q10

Meeting Type: BCC Work Session Meeting Date: 1/22/2019 Item Status: New From: Brian Peacock, CIS Director; Ron Cink, Budget Director Submitted by: Brian Peacock, CIS Director

ITEM TITLE

Creation of Baldwin County Commission Media Streaming Channel

STAFF RECOMMENDATION

Discuss Phase 2 of video production and streaming of Baldwin County Commission Content.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Currently Baldwin County Commission Meetings are streamed live to Facebook as well delivered to five media providers via DVD for redundant playback. To continue to provide transparency to the citizens, we would like to expand the scope of our video production.

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