

Baldwin County Commission



Baldwin County Commission Work Session Meeting Agenda

**Tuesday, February 26, 2019
8:30 AM**

Baldwin County Foley Satellite Courthouse
Large Meeting Hall
201 East Section Avenue
Foley, Alabama 36535

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, Budget Director

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

WELCOME, INVOCATION AND PLEDGE OF ALLEGIANCE

A ELECTED OFFICIALS

- A1** Approval of Appointment of One Deputy Coroner of Baldwin County, Alabama [19-0758](#)
- A2** Grant Application for Fiscal Years 2020 and 2021 - Alabama Department of Youth Services [19-0750](#)

B BUDGET/PURCHASING

- B1** Baldwin County Resurfacing Projects 2019: Group #1 - BCR-2019-1 [19-0756](#)
- B2** Competitive Bid #WG19-24 - Annual Generator Preventive Maintenance Services for the Baldwin County Commission [19-0701](#)
- B3** Competitive Bid #WG19-27 - Provision of Road Signs for the Baldwin County Commission [19-0700](#)
- B4** Competitive Bid #WG19-30 - Purchase and Installation of Four (4) Metal Buildings at Various Baldwin County Highway Facility Locations for the Baldwin County Commission [19-0763](#)
- B5** Final Design for the Baldwin County Courthouse Courtroom No. 7 Remodel Located in Bay Minette for the Baldwin County Commission [19-0757](#)
- B6** Request for Proposals (RFP) for Internet and Telecommunications Services for the Baldwin County Commission [19-0771](#)
- B7** Request of Proposals (RFP) for Temporary Clerical and Labor Services for the Baldwin County Commission [19-0727](#)
- B8** Quote for Renovations in the Baldwin County Probate Judge's Office Located in Bay Minette, Alabama for the Baldwin County Commission [19-0759](#)

C HIGHWAY

- C1** Town of Elberta - County Road 83 Project Update and Request for Resurfacing Assistance for Certain Roads [19-0772](#)

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|-----------|--|--------------------------------|
| C2 | Fiscal Year 2019 Resurfacing Projects - Request for Permission to Advertise Group 3 | <u>19-0762</u> |
| C3 | Flowers Road Widening and Drainage Improvements | <u>19-0760</u> |
| C4 | Speed Limit on Various Roads | <u>19-0651</u> |
| C5 | Transfer of Vehicle between the Highway Department and the Planning and Zoning Department | <u>19-0752</u> |
| D | FINANCE AND ACCOUNTING | |
| D1 | County Levies for Alcohol Licenses | <u>19-0770</u> |
| E | ENVIRONMENTAL MANAGEMENT (SOLID WASTE) | |
| F | BUILDING INSPECTION | |
| F1 | Proposed Amendments to the Baldwin County Flood Damage Prevention Ordinance | <u>19-0710</u> |
| G | PLANNING AND ZONING | |
| G1 | Baldwin County Commission District No. 1 Planning (Zoning) District Board of Adjustment (Greater North Baldwin County Area) - Board Appointments | <u>19-0705</u> |
| H | BALDWIN REGIONAL AREA TRANSIT SYSTEM (BRATS) | |
| H1 | Baldwin Regional Area Transit System (BRATS) - County Transportation Bus #11 Maintenance Repair | <u>19-0764</u> |
| I | COMMUNICATIONS/INFORMATION SYSTEMS (CIS) | |
| J | ARCHIVES AND HISTORY | |
| J1 | Professional Services Agreement with Aaron Media Services - Baldwin County Commission Documentaries | <u>19-0467</u> |
| K | BUILDING MAINTENANCE | |
| L | COUNCIL ON AGING | |
| M | EMERGENCY MANAGEMENT AGENCY (EMA) | |
| N | JUVENILE DETENTION | |
| O | PERSONNEL | |
| O1 | Juvenile Detention Center - Request for Position | <u>19-0774</u> |
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Q ADMINISTRATION

- Q1** LIFE Riders Motorcycle Ministry - Restoration Ride 2019 Youth Reach Gulf Coast Event [19-0607](#)
- Q2** Sewer Utilities Informational Meeting - Public Event to be Sponsored by the Baldwin County Commission [19-0751](#)
- Q3** South Baldwin Chamber of Commerce Annual Magnolia 5K Run [19-0731](#)
- Q4** The Public Building Authority of Baldwin County - Board Appointment [19-0606](#)
- Q5** Voting Precinct No. 10 - Use of St. Francis at the Point Anglican Church as a Voting Place [19-0749](#)

R ADDENDA

- R1** Orange Beach Water, Sewer & Fire Protection Authority - Board Appointment [19-0788](#)
- R2** Acknowledgement and Approval of Tax Abatement - Ecovery LLC and North Alabama Property Leasing Inc. [19-0747](#)

S PUBLIC COMMENT

T PRESS QUESTIONS

U COMMISSIONER COMMENTS

V ADJOURNMENT



Baldwin County Commission

Agenda Action Form

File #: 19-0758, **Version:** 1

Item #: A1

Meeting Type: BCC Work Session

Meeting Date: 2/26/2019

Item Status: New

From: Dr. Brian Pierce, County Coroner
Ronald Cink, Budget Director

Submitted by: Shanna Bonner, Administrative Assistant I

ITEM TITLE

Approval of Appointment of One Deputy Coroner of Baldwin County, Alabama

STAFF RECOMMENDATION

As requested, in writing to the Baldwin County Commission, by the Coroner of Baldwin County, the Honorable Dr. Brian Pierce, and pursuant to Section 11-5-34 of the Code of Alabama (1975), approve:

1) The appointment of Stephen Street as Deputy Coroner of Baldwin County, Alabama, further, approve Deputy Coroner Street's compensation at \$750.00 per month and eligible personal car mileage at the prevailing IRS rate in the official performance of the Deputy Coroner, said appointment, salary, compensation and eligibility applicable car mileage becoming effective March 6, 2019.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Section 11-5-34 of the Code of Alabama (1975) authorizes the Coroner of a county the ability to appoint Deputy Coroners: however, said appointments must be approved by the applicable County Commission and, furthermore, any compensation provided said Deputy Coroners must be approved by a majority of the members of the applicable County Commission. Furthermore, Alabama law requires the Coroner's appointment of Deputy Coroners to be in writing and filed in the Office of the Coroner and Office of the Judge of Probate. Furthermore, said portion of Alabama law requires all Deputy Coroners to file with the Judge of Probate the bond and oath of office required by law for the Coroner.

Note: At this time, Coroner's Office staff is coordinating with Finance and Accounting Department to obtain the bond for Deputy Coroner Street. A copy of the bond will be attached to the agenda item prior to Commission's formal approval of March 6, 2019.

FINANCIAL IMPACT

Total cost of recommendation: Deputy Coroner Street - \$750.00 per month plus mileage reimbursement

Budget line item(s) to be used: 52400.5150

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

LEGAL IMPACT

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

Yes

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration send correspondence to:

Stephen Street
Deputy Coroner
3770 Highland Street,
Gulf Shores, Alabama 36542

cc:

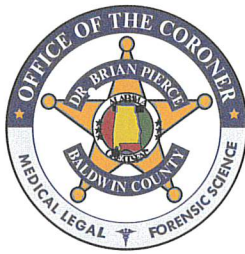
The Honorable Brian Pierce
Coroner
Baldwin County, Alabama
P.O. Box 2647
Robertsdale, Alabama 36567

Ron Cink, Budget Director
Kim Creech, Clerk Treasurer
Eva Cutsinger, Senior Accountant
Brandy Karl, Admin. Support, Coroner
Shanna Bonner, Admin. Support, Coroner

Administration - Record all documents at Probate Office, scan to files, originals placed in Bond Book.

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

Additional instructions/notes: N/A



DR. BRIAN PIERCE, D-ABMDI
Coroner

February 19, 2019

Dear Sirs:

I, Dr. Brian Pierce, Coroner of Baldwin County do appoint Stephen P. Street as Deputy Coroner, for the office of Baldwin County Coroner.

Mr. Street will receive a salary of \$750.00 per month and personal car mileage as currently provided, for the performance of the duties of Deputy Coroner. Such personal car mileage will be at the rate set by Baldwin County policy.

I request that the Baldwin County Commission approve this appointment.

Yours Truly,

Dr. Brian Pierce D.C., D-ABMDI
Baldwin County Coroner



Baldwin County Commission

Agenda Action Form

File #: 19-0750, **Version:** 1

Item #: A2

Meeting Type: BCC Work Session

Meeting Date: 2/26/2019

Item Status: New

From: Judge Carmen Bosch

Rodney Criswell, Chief Probation Officer

Ronald J. Cink, Budget Director

Submitted by: Christie Davis, Senior Budget Accountant

ITEM TITLE

Grant Application for Fiscal Years 2020 and 2021 - Alabama Department of Youth Services

STAFF RECOMMENDATION

Take the following actions:

1. Recognize a change in the service provider used by the Baldwin County Juvenile Court Youth Advocacy Program from The Youth Advocate Programs, Inc. to The Bridge, Inc.; and
2. Authorize the submission of an application to the Alabama Department of Youth Services (ADYS) for Fiscal Years 2020 and 2021 (starting October 1, 2019 and ending September 30, 2021) in an amount to be determined on behalf of the Baldwin County Juvenile Court Youth Advocacy Program; and
3. Authorize the execution of the grant application and any other documents related to the application.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Baldwin County initially received Youth Advocacy Program funds in 2009. Funds are used to provide non-residential services for Baldwin County youth who would otherwise be committed to the ADYS. In prior years, The Youth Advocate Programs, Inc. (YAP) provided these services to Baldwin County. Judge Carmen Bosch is respectfully requesting a change in service provider when the County applies for the new ADYS grant. The service provider must be changed prior to the submission of the grant application, as the service provider information and data must be included in the grant application.

The Baldwin County Commission will pay The Bridge, Inc. as invoiced on a monthly basis and will be reimbursed quarterly by ADYS.

FINANCIAL IMPACT

Total cost of recommendation: TBD - expenses offset by grant revenues

Budget line item(s) to be used: TBD

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: Rodney Criswell, Chief Probation Officer, Christie Davis, Senior Budget Accountant, and Administrative Staff.

Action required (list contact persons/addresses if documents are to be mailed or emailed): The due date for the application and required authorization letter has not been set by ADYS at this time. Rodney Criswell, Chief Probation Officer, will be responsible for the application.

The authorization letter is a cover letter to the application, and it is attached to this agenda item. Administration Staff to print two copies of the authorization letter on letterhead. The authorization letter is to be addressed to Mr. Steven P. Lafreniere, and should have the Chairman's signature and the County Seal affixed. The letter should copy Judge Carmen Bosch, Officer Rodney Criswell, Ronald J. Cink, and Christie Davis.

Mr. Steven P. Lafreniere
Executive Director

Alabama Department of Youth Services
1000 Industrial School Road
Montgomery, Alabama 36117

One copy will go to Christie Davis, and the second copy will go to Rodney Criswell. Christie Davis and Rodney Criswell will coordinate to ensure that the grant application and authorization letter are mailed to ADYS.

Additional instructions/notes: N/A

March 6, 2019

Mr. Steven P. Lafreniere
Executive Director
Alabama Department of Youth Services
1000 Industrial School Road
Montgomery, Alabama 36117

RE: Alabama Department of Youth Services FY 19/20 – FY20/21 Diversion Grant Application

Dear Mr. Lafreniere:

This letter is provided as authorization for the submission of an application to the Alabama Department of Youth Services from the Baldwin County Commission on behalf of the Baldwin County Juvenile Court. The Baldwin County Commission is respectfully requesting total funding for the Baldwin County Youth Advocate Program Diversion Program in the amount of \$309,307.00 annually. These funds will enable the program continuity of its outstanding services to the youth of Baldwin County.

As Chairman of the Baldwin County Commission, I agree upon the approval of the Baldwin County Youth Advocate Program Diversion Program project on behalf of the Baldwin County Juvenile Court. I also agree to advocate the funding award provided by the Alabama Department of Youth Services for the continuation of proposed services to the Baldwin County Youth Advocate Diversion Program.

Sincerely,

Charles F. Gruber, Chairman
Baldwin County Commission

cc: Judge Carmen Bosch
Rodney Criswell
Christie Davis
Ronald Cink



Baldwin County Commission

Agenda Action Form

File #: 19-0756, **Version:** 1

Item #: B1

Meeting Type: BCC Work Session

Meeting Date: 2/26/2019

Item Status: New

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

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Baldwin County Resurfacing Projects 2019: Group #1 - BCR-2019-1

STAFF RECOMMENDATION

Award the bid for Baldwin County Resurfacing Projects 2019: Group #1 - BCR-2019-1 to the lowest bidder, **Ammons & Blackmon Construction, LLC, Bid Amount \$353,328.05** for Alternative 2 (lay down only) with Baldwin County providing the plant mix; Completion Time: 40 working days; and authorize the Chairman to execute the Contract.

BACKGROUND INFORMATION

Previous Commission action/date:

01/15/2019 meeting : 1) Authorized the Purchasing Director to place a competitive bid for Fiscal Year 2019 Resurfacing Projects, Group 1, as the design plans are completed; and 2) Authorized the Chairman to execute any project related documents.

Background: Bids were opened in the Purchasing Conference Room on February 12, 2019 at 2:00 p.m. Two (2) bids were received. The lowest bid was received from Ammons & Blackmon Construction, LLC, in the bid amount of \$353,328.05 for Alternate 2 (lay down only) with Baldwin County providing the plant mix. The County will use the annual asphalt bid to supply the mix. The cost of the County supplied plant mix will be approximately \$1,150,095.01. The estimated total cost of the project including labor will be \$1,503,423.00. The Baldwin County Engineer, Joey Nunnally, has reviewed the bid responses and has submitted the certified Bid Tabulation and a letter recommending that the bid be awarded to the lowest bidder on Alternate 2, Ammons & Blackmon Construction, LLC. Bid Tabulation attached.

FINANCIAL IMPACT

Total cost of recommendation: Total estimated cost including asphalt \$1,503,423.00

Budget line item(s) to be used: 53100.5150.20191

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

LEGAL IMPACT

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

Reviewed/approved by: David Conner

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? Yes

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

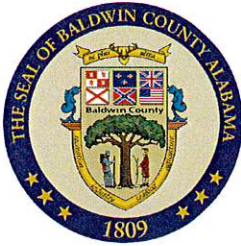
FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 03/05/2019

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



BALDWIN COUNTY

HIGHWAY DEPARTMENT

P.O. Box 220
SILVERHILL, ALABAMA 36576
TELEPHONE: (251) 937-0371
FAX (251) 937-0201

*JOEY NUNNALLY, P.E.
COUNTY ENGINEER*

February 15, 2019

Baldwin County Commission
312 Courthouse Square
Bay Minette, AL 36507

Re: Baldwin County Resurfacing Projects FY 2019: Group 1, BCR-2019-1
BALDWIN COUNTY
AREA 100

Dear Commissioners:

My office has thoroughly reviewed the bids taken on February 12, 2019, for the above referenced projects. Ammons & Blackmon Construction LLC, was the low bidder under Alternative 2 (lay down only) with a bid of \$353,328.05. The County will use its annual bid to supply asphalt at a cost of approximately \$1,150,095.01. The total project cost is estimated to be around \$1,503,423. The estimated budget amount for FY19 Resurfacing Projects Group 1 was \$1,494,029, but underruns from Group 2 will cover this shortfall.

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

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

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

Sincerely,



Joey Nunnally, P.E.
County Engineer

JN/msb

ATTACHMENT
cc:File

BID TAB SUMMARY - RESURFACING GROUP 1 (2/12/2019)					
	Indexed Asphalt Cost:	Ammons & Blackmon		Mobile Asphalt	
Alternate 1A Five Roads - All Labor and Materials Contractor Will Collect, Retain, and Haul Off All Milled Material	N/A	Total	NO BID	Total	NO BID
Alternate 1B - Five Roads - All Labor and Materials Baldwin County Will Collect, Retain, and Haul Off All Milled Material	N/A	Total	NO BID	Total	NO BID
Alternate 2A - Five Roads - County will Provide Asphalt Contractor Will Collect, Retain, and Haul Off All Milled Material	\$ 1,150,095.01	Lay Down:	\$ 353,328.05	Lay Down:	\$ 394,059.43
		TOTAL	\$ 1,503,423.06	TOTAL	\$ 1,544,154.44
Alternate 2B Five Roads - County will Provide Asphalt Baldwin County Will Collect, Retain, and Haul Off All Milled Material	\$ 1,150,095.01	Lay Down:	\$ 586,840.25	Lay Down:	\$ 440,951.03
		TOTAL	\$ 1,736,935.26	TOTAL	\$ 1,591,046.04
Addendum 1		Yes		Yes	
Bid Bond Included		Yes		Yes	
Contract Included		Yes		Yes	

Alternate 2A (Lay Down Only) \$ 353,328.05 Total with County supplied asphalt: \$1,503,423.06

ENGINEER'S CERTIFICATE:

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

 Date 2/15/19
Joey Nunnally, P.E.

Alternate 1 - FIVE ROADS - ALL LABOR AND MATERIALS						Ammons & Blackmon		Mobile Asphalt	
PROJECT NO.	ROAD NAME	ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0203019	CR-47 FROM US HWY-31 TO CR-61	405A-000	TACK COAT	GALLON	902	NO BID	NO BID	NO BID	NO BID
		600A-000	MOBILIZATION	LUMP SUM	1	NO BID	No Bid	No Bid	No Bid
		701A-007	SOLID WHITE, CLASS 1, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	3	NO BID	No Bid	No Bid	No Bid
		701A-011	BROKEN YELLOW, CLASS 1, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	1	NO BID	No Bid	No Bid	No Bid
		701A-016	SOLID YELLOW, CLASS 1, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	2	NO BID	No Bid	No Bid	No Bid
		701C-002	BROKEN TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	1	NO BID	No Bid	No Bid	No Bid
		701C-003	SOLID TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	2	NO BID	No Bid	No Bid	No Bid
		703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SQUARE FEET	195	NO BID	No Bid	No Bid	No Bid
		703D-001	TEMPORARY TRAFFIC CONTROL MARKINGS	SQUARE FEET	195	NO BID	No Bid	No Bid	No Bid
		BC-723	BALDWIN COUNTY BITUMINOUS PLANT MIX - PER TON	TON	1490	NO BID	No Bid	No Bid	No Bid
PROJECT NO.	ROAD NAME	ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0203219	CR-61 FROM CR-47 TO COLEMAN RD	405A-000	TACK COAT	GALLON	437	NO BID	No Bid	No Bid	No Bid
		600A-000	MOBILIZATION	LUMP SUM	1	NO BID	NO BID	NO BID	NO BID
		701A-007	SOLID WHITE, CLASS 1, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	2	NO BID	NO BID	NO BID	NO BID
		701A-016	SOLID YELLOW, CLASS 1, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	2	NO BID	NO BID	NO BID	NO BID
		701C-003	SOLID TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	2	NO BID	NO BID	NO BID	NO BID
		703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SQUARE FEET	80	NO BID	NO BID	NO BID	NO BID
		703D-001	TEMPORARY TRAFFIC CONTROL MARKINGS	SQUARE FEET	80	NO BID	NO BID	NO BID	NO BID
		BC-723	BALDWIN COUNTY BITUMINOUS PLANT MIX - PER TON	TON	721	NO BID	No Bid	No Bid	No Bid
PROJECT NO.	ROAD NAME	ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0203319	PECK THOMPSON RD FROM SR-59 TO END	405A-000	TACK COAT	GALLON	183	NO BID	NO BID	NO BID	NO BID
		600A-000	MOBILIZATION	LUMP SUM	1	NO BID	NO BID	NO BID	NO BID
		703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SQUARE FEET	18	NO BID	NO BID	NO BID	NO BID
		703D-001	TEMPORARY TRAFFIC CONTROL MARKINGS	SQUARE FEET	18	NO BID	NO BID	NO BID	NO BID
		BC-723	BALDWIN COUNTY BITUMINOUS PLANT MIX - PER TON	TON	302	NO BID	NO BID	NO BID	NO BID
PROJECT NO.	ROAD NAME	ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0203419	BRADY RD EXT FROM PINE GROVE RD TO NICHOLSVILLE RD	405A-000	TACK COAT	GALLON	616	NO BID	NO BID	NO BID	NO BID
		600A-000	MOBILIZATION	LUMP SUM	1	NO BID	NO BID	NO BID	NO BID
		701A-007	SOLID WHITE, CLASS 1, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	2	NO BID	NO BID	NO BID	NO BID
		701A-011	BROKEN YELLOW, CLASS 1, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	1	NO BID	NO BID	NO BID	NO BID
		701A-016	SOLID YELLOW, CLASS 1, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	3	NO BID	NO BID	NO BID	NO BID
		701C-002	BROKEN TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	1	NO BID	NO BID	NO BID	NO BID
		701C-003	SOLID TEMPORARY TRAFFIC STIPE (PAINT)-YELLOW	MILE	3	NO BID	NO BID	NO BID	NO BID
		703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SQUARE FEET	104	NO BID	NO BID	NO BID	NO BID
		703D-001	TEMPORARY TRAFFIC CONTROL MARKINGS	SQUARE FEET	104	NO BID	NO BID	NO BID	NO BID
		BC-723	BALDWIN COUNTY BITUMINOUS PLANT MIX - PER TON	TON	1016	NO BID	NO BID	NO BID	NO BID
		BC-900	DRIVEWAY CUT-BACKS	SQUARE YARD	14	NO BID	NO BID	NO BID	NO BID
ALTERNATE 1A - CONTRACTOR WILL COLLECT, RETAIN, AND HAUL OFF ALL MILLED MATERIAL									
PROJECT NO.	ROAD NAME	ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
		405A-000	TACK COAT	GALLON	8648	NO BID	NO BID	NO BID	NO BID

0203119	CR-112 FROM CR-64 TO PHILLIPSVILLE RD	408A-052	PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" THRU 2.0" THICK) (PLANE 1.5")	SQUARE YARDS	172972	NO BID	NO BID	NO BID	NO BID
		410H-000	MATERIAL REMIXING DEVICE	EACH	1	NO BID	NO BID	NO BID	NO BID
		424A-280	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE E	TON	14270	NO BID	NO BID	NO BID	NO BID
		600A-000	MOBILIZATION	LUMP SUM	1	NO BID	NO BID	NO BID	NO BID
		701A-007	SOLID WHITE, CLASS 1, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	26	NO BID	NO BID	NO BID	NO BID
		701A-011	BROKEN YELLOW, CLASS 1, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	14	NO BID	NO BID	NO BID	NO BID
		701A-016	SOLID YELLOW, CLASS 1, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	12	NO BID	NO BID	NO BID	NO BID
		701C-002	BROKEN TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	28	NO BID	NO BID	NO BID	NO BID
		701C-003	SOLID TEMPORARY TRAFFIC STIPE (PAINT)-YELLOW	MILE	24	NO BID	NO BID	NO BID	NO BID
		424A-286	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, LEVELING 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE E	TON	500	NO BID	NO BID	NO BID	NO BID
				1A Total			NO BID		NO BID
ALTERNATE 1B - BALDWIN COUNTY WILL COLLECT, RETAIN, AND HAUL OFF ALL MILLED MATERIAL									
PROJECT NO.	ROAD NAME	ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0203119	CR-112 FROM CR-64 TO PHILLIPSVILLE RD	405A-000	TACK COAT	GALLON	8648	NO BID	NO BID	NO BID	NO BID
		408A-052	PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" THRU 2.0" THICK) (PLANE 1.5")	SQUARE YARDS	172972	NO BID	NO BID	NO BID	NO BID
		410H-000	MATERIAL REMIXING DEVICE	EACH	1	NO BID	NO BID	NO BID	NO BID
		424A-280 *	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE E	TON	14270	NO BID	NO BID	NO BID	NO BID
		600A-000	MOBILIZATION	LUMP SUM	1	NO BID	NO BID	NO BID	NO BID
		701A-007	SOLID WHITE, CLASS 1, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	26	NO BID	NO BID	NO BID	NO BID
		701A-011	BROKEN YELLOW, CLASS 1, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	14	NO BID	NO BID	NO BID	NO BID
		701A-016	SOLID YELLOW, CLASS 1, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	12	NO BID	NO BID	NO BID	NO BID
		701C-002	BROKEN TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	28	NO BID	NO BID	NO BID	NO BID
		701C-003	SOLID TEMPORARY TRAFFIC STIPE (PAINT)-YELLOW	MILE	24	NO BID	NO BID	NO BID	NO BID
		424A-286	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, LEVELING 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE E	TON	500	NO BID	NO BID	NO BID	NO BID
				1B Total			NO BID		NO BID

ALTERNATE 2 - FIVE ROADS - ALL LABOR AND MATERIALS EXCEPT COUNTY PROVIDED ASPHALT AS NOTED BY *						Ammons & Blackmon		Mobile Asphalt	
PROJECT NO.	ROAD NAME	ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0203019	CR-47 FROM US HWY-31 TO CR-61	405A-000	TACK COAT	GALLON	902	\$ 4.00	\$ 3,608.00	\$ 4.50	\$ 4,059.00
		600A-000	MOBILIZATION	LUMP SUM	1	\$ 620.00	\$ 620.00	\$ 4,000.00	\$ 4,000.00
		701A-007	SOLID WHITE, CLASS 1, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	3	\$ 797.50	\$ 2,392.50	\$ 775.00	\$ 2,325.00
		701A-011	BROKEN YELLOW, CLASS 1, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	1	\$ 368.50	\$ 368.50	\$ 360.00	\$ 360.00
		701A-016	SOLID YELLOW, CLASS 1, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	2	\$ 797.50	\$ 1,595.00	\$ 775.00	\$ 1,550.00
		701C-002	BROKEN TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	1	\$ 715.00	\$ 715.00	\$ 700.00	\$ 700.00
		701C-003	SOLID TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	2	\$ 748.00	\$ 1,496.00	\$ 730.00	\$ 1,460.00
		703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SQUARE FEET	195	\$ 5.50	\$ 1,072.50	\$ 5.35	\$ 1,043.25
		703D-001	TEMPORARY TRAFFIC CONTROL MARKINGS	SQUARE FEET	195	\$ 2.20	\$ 429.00	\$ 2.15	\$ 419.25
		BC-723*	BALDWIN COUNTY BITUMINOUS PLANT MIX - PER TON	TON	1490	\$ 6.30	\$ 9,387.00	\$ 16.25	\$ 24,212.50
PROJECT NO.	ROAD NAME	ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0203219	CR-61 FROM CR-47 TO COLEMAN RD	405A-000	TACK COAT	GALLON	437	\$ 4.00	\$ 1,748.00	\$ 4.50	\$ 1,966.50
		600A-000	MOBILIZATION	LUMP SUM	1	\$ 535.00	\$ 535.00	\$ 1,800.00	\$ 1,800.00
		701A-007	SOLID WHITE, CLASS 1, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	2	\$ 797.50	\$ 1,595.00	\$ 775.00	\$ 1,550.00
		701A-016	SOLID YELLOW, CLASS 1, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	2	\$ 797.50	\$ 1,595.00	\$ 775.00	\$ 1,550.00
		701C-003	SOLID TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	2	\$ 748.00	\$ 1,496.00	\$ 730.00	\$ 1,460.00
		703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SQUARE FEET	80	\$ 5.50	\$ 440.00	\$ 5.35	\$ 428.00
		703D-001	TEMPORARY TRAFFIC CONTROL MARKINGS	SQUARE FEET	80	\$ 2.20	\$ 176.00	\$ 2.15	\$ 172.00
		BC-723*	BALDWIN COUNTY BITUMINOUS PLANT MIX - PER TON	TON	721	\$ 8.75	\$ 6,308.75	\$ 13.30	\$ 9,589.30
PROJECT NO.	ROAD NAME	ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0203319	PECK THOMPSON RD FROM SR-59 TO END	405A-000	TACK COAT	GALLON	183	\$ 4.00	\$ 732.00	\$ 4.50	\$ 823.50
		600A-000	MOBILIZATION	LUMP SUM	1	\$ 450.00	\$ 450.00	\$ 850.00	\$ 850.00
		703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SQUARE FEET	18	\$ 5.50	\$ 99.00	\$ 5.35	\$ 96.30
		703D-001	TEMPORARY TRAFFIC CONTROL MARKINGS	SQUARE FEET	18	\$ 2.20	\$ 39.60	\$ 2.15	\$ 38.70
		BC-723*	BALDWIN COUNTY BITUMINOUS PLANT MIX - PER TON	TON	302	\$ 16.75	\$ 5,058.50	\$ 23.00	\$ 6,946.00
PROJECT NO.	ROAD NAME	ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0203419	BRADY RD EXT FROM PINE GROVE RD TO NICHOLSVILLE RD	405A-000	TACK COAT	GALLON	616	\$ 4.00	\$ 2,464.00	\$ 4.50	\$ 2,772.00
		600A-000	MOBILIZATION	LUMP SUM	1	\$ 600.00	\$ 600.00	\$ 2,000.00	\$ 2,000.00
		701A-007	SOLID WHITE, CLASS 1, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	2	\$ 797.50	\$ 1,595.00	\$ 775.00	\$ 1,550.00
		701A-011	BROKEN YELLOW, CLASS 1, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	1	\$ 368.50	\$ 368.50	\$ 360.00	\$ 360.00
		701A-016	SOLID YELLOW, CLASS 1, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	3	\$ 797.50	\$ 2,392.50	\$ 775.00	\$ 2,325.00
		701C-002	BROKEN TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	1	\$ 715.00	\$ 715.00	\$ 700.00	\$ 700.00
		701C-003	SOLID TEMPORARY TRAFFIC STIPE (PAINT)-YELLOW	MILE	3	\$ 748.00	\$ 2,244.00	\$ 730.00	\$ 2,190.00
		703A-002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	SQUARE FEET	104	\$ 5.50	\$ 572.00	\$ 5.35	\$ 556.40
		703D-001	TEMPORARY TRAFFIC CONTROL MARKINGS	SQUARE FEET	104	\$ 2.20	\$ 228.80	\$ 2.15	\$ 223.60
		BC-723*	BALDWIN COUNTY BITUMINOUS PLANT MIX - PER TON	TON	1016	\$ 6.50	\$ 6,604.00	\$ 8.00	\$ 8,128.00
		BC-900	DRIVEWAY CUT-BACKS	SQUARE YARD	14	\$ 110.00	\$ 1,540.00	\$ 15.00	\$ 210.00
ALTERNATE 2A - CONTRACTOR WILL COLLECT, RETAIN, AND HAUL OFF ALL MILLED MATERIAL									
PROJECT NO.	ROAD NAME	ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
		405A-000	TACK COAT	GALLON	8648	\$ 4.00	\$ 34,592.00	\$ 4.50	\$ 38,916.00

0203119	CR-112 FROM CR-64 TO PHILLIPSVILLE RD	408A-052	PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" THRU 2.0" THICK) (PLANE 1.5")	SQUARE YARDS	172972	\$ 0.45	\$ 77,837.40	\$ 0.21	\$ 36,324.12
		410H-000	MATERIAL REMIXING DEVICE	EACH	1	\$ 14,270.00	\$ 14,270.00	\$ 0.01	\$ 0.01
		424A-280*	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE E	TON	14270	\$ 5.75	\$ 82,052.50	\$ 8.50	\$ 121,295.00
		600A-000	MOBILIZATION	LUMP SUM	1	\$ 3,560.00	\$ 3,560.00	\$ 30,000.00	\$ 30,000.00
		701A-007	SOLID WHITE, CLASS 1, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	26	\$ 797.50	\$ 20,735.00	\$ 775.00	\$ 20,150.00
		701A-011	BROKEN YELLOW, CLASS 1, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	14	\$ 368.50	\$ 5,159.00	\$ 360.00	\$ 5,040.00
		701A-016	SOLID YELLOW, CLASS 1, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	12	\$ 797.50	\$ 9,570.00	\$ 775.00	\$ 9,300.00
		701C-002	BROKEN TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	28	\$ 715.00	\$ 20,020.00	\$ 700.00	\$ 19,600.00
		701C-003	SOLID TEMPORARY TRAFFIC STIPE (PAINT)-YELLOW	MILE	24	\$ 748.00	\$ 17,952.00	\$ 730.00	\$ 17,520.00
		424A-286*	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER,LEVELING 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE E	TON	500	\$ 12.60	\$ 6,300.00	\$ 15.00	\$ 7,500.00
						2A Total	\$ 353,328.05		\$ 394,059.43
ALTERNATE 2B - BALDWIN COUNTY WILL COLLECT, RETAIN, AND HAUL OFF ALL MILLED MATERIAL									
PROJECT NO.	ROAD NAME	ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0203119	CR-112 FROM CR-64 TO PHILLIPSVILLE RD	405A-000	TACK COAT	GALLON	8648	\$ 4.00	\$ 34,592.00	\$ 4.50	\$ 38,916.00
		408A-052	PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" THRU 2.0" THICK) (PLANE 1.5")	SQUARE YARDS	172972	\$ 1.80	\$ 311,349.60	\$ 0.51	\$ 88,215.72
		410H-000	MATERIAL REMIXING DEVICE	EACH	1	\$ 14,270.00	\$ 14,270.00	\$ 0.01	\$ 0.01
		424A-280*	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE E	TON	14270	\$ 5.75	\$ 82,052.50	\$ 8.50	\$ 121,295.00
		600A-000	MOBILIZATION	LUMP SUM	1	\$ 3,560.00	\$ 3,560.00	\$ 25,000.00	\$ 25,000.00
		701A-007	SOLID WHITE, CLASS 1, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	26	\$ 797.50	\$ 20,735.00	\$ 775.00	\$ 20,150.00
		701A-011	BROKEN YELLOW, CLASS 1, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	14	\$ 368.50	\$ 5,159.00	\$ 360.00	\$ 5,040.00
		701A-016	SOLID YELLOW, CLASS 1, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	12	\$ 797.50	\$ 9,570.00	\$ 775.00	\$ 9,300.00
		701C-002	BROKEN TEMPORARY TRAFFIC STRIPE (PAINT)-YELLOW	MILE	28	\$ 715.00	\$ 20,020.00	\$ 700.00	\$ 19,600.00
		701C-003	SOLID TEMPORARY TRAFFIC STIPE (PAINT)-YELLOW	MILE	24	\$ 748.00	\$ 17,952.00	\$ 730.00	\$ 17,520.00
		424A-286*	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER,LEVELING 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE E	TON	500	\$ 12.60	\$ 6,300.00	\$ 15.00	\$ 7,500.00
						2B Total	\$ 586,840.25		\$ 440,951.03

ITEM IX

CONTRACT FOR CONSTRUCTION SERVICES

State of Alabama)
County of Baldwin)

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

WITNESSETH:

Whereas, the Baldwin County Commission at its **March 6, 2019**, meeting awarded the bid for the resurfacing of several Baldwin County road projects (BCP 0207016 and BCP 0203617), hereinafter referred to as **BALDWIN COUNTY RESURFACING PROJECTS 2019: Group # 1/BCR-2019-1** to Ammons & Blackmon Construction, LLC, in the amount of Three Hundred Fifty-Three Thousand, Three Hundred Twenty-Eight Dollars and Five Cents (\$353,328.05) with a completion time of **FORTY (40) WORKING DAYS**;

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

- I. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those public works services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out. Time is of the essence for all provisions of this Contract.
- II. Recitals Included. The above recitals and statements are incorporated as part of this Contract and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.
- IV. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- V. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all

such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.

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

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

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

PROVIDER: Ammons & Blackmon Construction, LLC
c/o Chad Ammons
PO Box 7486
Spanish Fort, AL 36577

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

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

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

**FOR CONSTRUCTION OF BALDWIN COUNTY RESURFACING PROJECTS
2019: Group # 1/BCR-2019-1;**

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

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

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

ATTACHMENTS:

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

- **Construction Plans for BALDWIN COUNTY RESURFACING PROJECTS 2019: Group # 1/BCR-2019-1**
- **Scope of Work**
- **Baldwin County Asphalt Specification # WG18-40**

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

XVI. General Responsibilities of the COUNTY.

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

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

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

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

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

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

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

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

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

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

- XXI. Effective Dates. This Contract shall be effective and commence immediately upon the same date as its full execution. The Contractor shall have **FORTY (40) WORKING DAYS** after the notification to proceed to complete the work. The contract shall terminate upon either the expiration of no more than **FORTY (40) WORKING DAYS** after the notification to proceed is given or upon a written notification thereof received by either party within the required fifteen (15) day period, unless extended by the County. [Nothing herein stated shall prohibit the County from otherwise terminating this Contract according to the provisions herein.]
- XXII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason of an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXIII. Indemnification. Provider shall indemnify, defend and hold the County and its Commissioners, affiliates, employees, agents, and representatives (collectively referred to in this section as "COUNTY") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon COUNTY, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of this Contract.

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

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

XXVI. Insurance. The Provider shall provide all insurance required in Item VIII Insurance Requirements as set forth in the Documents and Construction Specifications. Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof: Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least thirty (30) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Agreement until insurance is obtained, terminate this Agreement immediately without further action, or hold Provider in material default and pursue any and all remedies available. (Note: The Provider shall be required to provide the insurance required in Item VIII Insurance Requirements as set forth in the Documents and Construction Specifications, and the provisions contained herein shall be adjusted accordingly.)

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

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

B. Value of Surety. The bond and/or surety guarantee shall be of an amount equal

to or greater than 100 percent of the total cost identified in the bid response.

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

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

XXVIII. Liquidated Damages

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

XXIX. TITLE 39/CODE OF ALABAMA COMPLIANCE

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

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

"(g) Subsection (f) shall not apply to contractors performing contracts of less than fifty thousand (\$50,000) in amount. In such cases, the governing body of the contracting agency, to expedite final payment, shall cause notice of final completion of the contract to be published one time in a newspaper of general circulation, published in the county of the contracting agency and shall post notice of final completion on the agency's bulletin board for one week, and shall require the

contractor to certify under oath that all bills have been paid in full. Final settlement with the contractor may be made at any time after the notice has been posted for one entire week." §39-1-1(g) Code of Alabama (1975), as amended.

- XXIX. The public works project which is the subject of this invitation to bid is funded by County funding.

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

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

COUNTY
BALDWIN COUNTY COMMISSION

ATTEST:

_____/_____
Chairman /Date

_____/_____
Budget Director /Date

PROVIDER:

_____/_____:
By _____/Date
Its _____

NOTARY PAGE TO FOLLOW:

State of Alabama)

County of Baldwin)

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

GIVEN under my hand and seal on this the _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

State of Alabama)

County of _____)

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

GIVEN under my hand and seal on this the _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

State of Alabama,) ss
County of Jefferson)

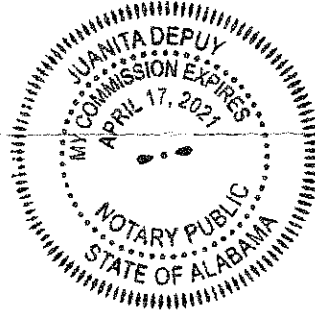
Larry Leibengood being duly sworn, deposes that he/she is principal clerk of Alabama Media Group; that The Birmingham News is a public newspaper published in the city of Birmingham, with general circulation in Jefferson County, and this notice is an accurate and true copy of this notice as printed in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

The Birmingham News 01/18, 01/25, 02/01/2019

Larry A. Leibengood
Principal Clerk of the Publisher

Sworn to and subscribed before me this 1st day of February 2019

Juanita Depuy
Notary Public



ADVERTISEMENT FOR BIDS

Sealed proposals will be received by the Purchasing Department for the Baldwin County Commission, Baldwin County, Alabama, in the offices located at 257 Hand Avenue, Bay Minette, Alabama 36507, until 2:00 PM on February 12, 2019, and then publicly opened for furnishing all labor and materials and performing all work required by Baldwin County and described as follows:
BALDWIN COUNTY RESURFACING PROJECTS 2019: Group # 1/BCR-2019-1

The estimated total tonnage of bituminous plant mix for Group 1 is 18,299 tons. Details concerning these roads and a map of their locations are included within the Contract Documents. The construction start date will be on or about April 1, 2019. If the Contractor wishes to begin work early, approval from Baldwin County must be obtained first. Forty (40) WORKING DAYS are allowed for the construction of the project.

A Working Day is defined as any calendar day from midnight to midnight, exclusive of Sundays and Legal Holidays, on which the Contractor could proceed with construction operations. Bad weather days may be considered non-working days at Baldwin County's discretion.

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

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

said contract.

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

Specifications are on file and may be obtained in the office of the Baldwin County Highway Department, 22070 State Highway 59, Central Annex II, 3rd Floor. Plans and specifications may be obtained by contacting Tony Boutwell at 251-937-0371. TBoutwell@baldwincountyal.gov No specifications will be issued to contractors later than twenty-four (24) hours prior to the time indicated above for receiving bids.

A Pre-Bid Conference will be held on February 5, 2019, at 2:00 PM, in the Baldwin County Purchasing Conference Room located at 257 Hand Avenue, Bay Minette, Alabama 36507. It would be in the best interest of the bidders to have a representative present at the pre-bid conference.

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

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

COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA

Charles F. Gruber
Chairman, Baldwin County Commission

Bham News: Jan. 18, 25, Feb. 1, 2019

State of Alabama,) ss

County of Mobile)

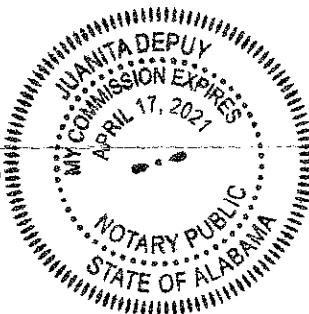
Larry Leibengood being duly sworn, deposes that he/she is principal clerk of Alabama Media Group; that Press Register is a public newspaper published in the city of Mobile, with general circulation in Mobile County, and this notice is an accurate and true copy of this notice as printed in said newspaper,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

Press Register 01/18, 01/25, 02/01/2019

Larry A. Leibengood
Principal Clerk of the Publisher

Sworn to and subscribed before me this 1st day of February 2019

Juanita Depuy
Notary Public



ADVERTISEMENT FOR BIDS

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COUNTY COMMISSION OF
BALDWIN COUNTY, ALABAMA

Charles F. Gruber
Chairman, Baldwin County Commission
PRESS REGISTER

January 18, 25, February 1, 2019

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

choose to know

Montgomery Advertiser
montgomeryadvertiser.com

Daily-Montgomery, Montgomery County, AL

E-Verify#: DHS72179

PROOF OF PUBLICATION

State of Alabama

County of Montgomery:

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

ADVERTISEMENT FOR BIDS SEALED PROPOSALS WILL BE RECEIVED

Ad Number: 0003344591

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

01/18/19

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

Now due on said account is \$429.24

Subscribed and sworn to before me this 23rd day of January
by Crystal Jones who is personally known to me.

Affiant

Notary

RECEIVED

JAN 28 2019

Accounting/S. Grant

ADVERTISEMENT FOR BIDS

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COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA

Charles F. Gruber
Chairman, Baldwin County Commission
Mont. Adv. 1/18/2019
3344591

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



Daily-Montgomery, Montgomery County, AL

E-Verify#: DHS72179

PROOF OF PUBLICATION

State of Alabama

County of Montgomery:

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ADVERTISEMENTFORBIDSSEALEDPROPOSALSWILLBERECEIV

Ad Number: 0003363005

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

02/01/19, 02/04/19

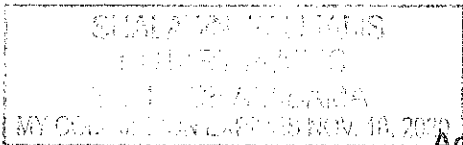
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Now due on said account is \$715.40

Subscribed and sworn to before me this 4th day of February,
by Crystal Jones who is personally known to me.

Affiant

Notary



RECEIVED

FEB 11 2019

Accounting/S. Grant

ADVERTISEMENT FOR BIDS

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COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA

Charles F. Gruber
Chairman, Baldwin County Commission
Mont. Adv. 2/1, 2/4/2019
3344591, 3363005



Baldwin County Commission

Agenda Action Form

File #: 19-0701, **Version:** 1

Item #: B2

Meeting Type: BCC Work Session

Meeting Date: 2/26/2019

Item Status: New

From: Wanda Gautney, Purchasing Director/Junius Long, Building Facilities Coordinator/Russell Dinkins, Sheriff's Dept. Building Maintenance Director

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG19-24 - Annual Generator Preventive Maintenance Services for the Baldwin County Commission

STAFF RECOMMENDATION

Award Bid #WG19-24 - Annual Generator Preventive Maintenance Services to the lowest bidder, Power Systems of MS, as per the attached Award Listing and authorize the Chairman to execute the Contract. (Contract effective immediately upon the same date as its full execution for twenty-four (24) months with the option to renew for one (1) additional twelve (12) months).

BACKGROUND INFORMATION

Previous Commission action/date:

10/16/2018 meeting : 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Annual Generator Preventive Maintenance Services; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

11/20/2018 meeting : Awarded Bid #WG19-01 - Annual Generator Preventive Maintenance Services to the lowest bidder, Taylor Power Systems, Inc., as per the attached Award Listing and authorize the Chairman to execute the Contract. (Contract is effective immediately upon the same date as its full execution for twenty-four (24) months).

01/15/2019 meeting : 1) Terminated the Contract "without cause" with "30 days written notice" between the Baldwin County Commission and Taylor Power Systems, Inc., for the Annual Generator Preventive Maintenance Services as outlined on Page 3, Section XVIII, of the Professional and Construction Services Contract with the termination date to be effective February 15, 2019, with no work or payment being rendered to date; and
2) Authorized the Purchasing Director to re-bid for the Annual Generator and Preventive Maintenance Services and bring back to Commission for an award.

Background: Bids were opened in the Purchasing Conference Room on February 6, 2019, at 2:00 p.m. Four (4) bids were received. Recommend the Commission award the bid to the lowest bidder, Power Systems of MS, as per the attached Award Listing and authorize the Chairman to execute the Contract. Bid Tabulation attached.

FINANCIAL IMPACT

Total cost of recommendation: TBD

Budget line item(s) to be used: various

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

Bid #WG19-24 - Annual Generator Preventive Maintenance Services
Award Listing

BIDDER: Power Systems of MS	
North End of Baldwin County	
Contact Person: Junius Long (251)-295-3133 or	
Derrick Crocker (251)-600-9716	
1 Board of Education - Year 1 Insp 1	\$ 60.00
1 Board of Education - Year 1 Insp 2 - PM	\$ 300.00
2 Board of Education - Year 2 Insp 1	\$ 60.00
2 Board of Education - Year 2 Insp 2 - PM	\$ 300.00
1 Juvenile Detention-Kohler-Year 1 Insp 1	\$ 60.00
1 Juvenile Detention-Kohler-Year 1 Insp 2-PM	\$ 300.00
2 Juvenile Detention-Kohler-Year 2 Insp 1	\$ 60.00
2 Juvenile Detention-Kohler-Year 2 Insp 2-PM	\$ 300.00
1 Area 100 Hwy-Kohler-Year 1 Insp 1	\$ 60.00
1 Area 100 Hwy-Kohler-Year 1 Insp 2-PM	\$ 300.00
2 Area 100 Hwy-Kohler-Year 2 Insp 1	\$ 60.00
2 Area 100 Hwy-Kohler-Year 2 Insp 2-PM	\$ 300.00
1 Bay Minette Courthouse-Kohler-Year 1 Insp1	\$ 60.00
1 Bay Minette Courthouse -Kohler-Year 1 Insp 2 PM	\$ 300.00
2 Bay Minette Courthouse-Kohler-Year 2 Insp 1	\$ 60.00
2 Bay Minette Courthouse-Kohler-Year 2 Insp 2 PM	\$ 300.00
1 Annex I & II - Generac-Year 1 Insp 1	\$ 60.00
1 Annex I & II - Generac-Year 1 Insp 2 - PM	\$ 300.00
2 Annex I & II - Generac-Year 2 Insp 1	\$ 60.00
2 Annex I & II - Generac- Year 2 Insp 2 - PM	\$ 300.00
1 Annex III - Kohler - Year 1 Insp 1	\$ 60.00
1 Annex III - Kohler - Year 1 Insp 2 - PM	\$ 300.00
2 Annex III - Kohler - Year 2 Insp 1	\$ 60.00
2 Annex III - Kohler - Year 2 Insp 2 - PM	\$ 300.00
1 Annex IV (CIS) - Generac - Year 1 Insp 1	\$ 60.00
1 Annex IV (CIS) - Generac - Year 1 Insp 2 - PM	\$ 300.00
2 Annex IV (CIS) - Generac - Year 2 Insp 1	\$ 60.00
2 Annex IV (CIS) - Generac - Year 2 Insp 2 - PM	\$ 300.00
1 Commission Admin - Caterpillar - Year 1 Insp 1	\$ 60.00
1 Commission Admin - Caterpillar - Year 1 Insp 2-PM	\$ 300.00
2 Commission Admin - Caterpillar - Year 2 Insp 1	\$ 60.00
2 Commission Admin - Caterpillar - Year 2 Insp 2 - PM	\$ 300.00
1 Archives - Kohler - Year 1 Insp 1	\$ 60.00
1 Archives - Kohler - Year 1 Insp 2 - PM	\$ 300.00
2 Archives - Kohler - Year 2 Insp 1	\$ 60.00
2 Archives - Kohler - Year 2 Insp 2 - PM	\$ 300.00

Bid #WG19-24 - Annual Generator Preventive Maintenance Services
Award Listing

BIDDER: Power Systems of MS	
1 Level II Shelter - Olympian - Year 1 Insp 1	\$ 60.00
1 Level II Shelter - Olympian - Year 1 Insp 2 - PM	\$ 300.00
2 Level II Shelter - Olympian - Year 2 Insp 1	\$ 60.00
2 Level II Shelter - Olympian - Year 2 Insp 2 - PM	\$ 300.00
South End of Baldwin County	
1 Emergency Management - Generac -Year 1 Insp 1	\$ 60.00
1 Emergency Management - Generac -Year 1 Insp 2 - PM	\$ 300.00
2 Emergency Management - Generac -Year 2 Insp 1	\$ 60.00
2 Emergency Management - Generac -Year 2 Insp 2 - PM	\$ 300.00
1 Emergency Management - Olympia - Year 1 Insp 1	\$ 60.00
1 Emergency Management - Olympia - Year 1 Insp 2 - PM	\$ 300.00
2 Emergency Management - Olympia - Year 2 Insp 1	\$ 60.00
2 Emergency Management - Olympia - Year 2 Insp 2 - PM	\$ 300.00
1 Emergency Management - Generac -Year 1 Insp 1	\$ 60.00
1 Emergency Management - Generac -Year 1 Insp 2 - PM	\$ 300.00
2 Emergency Management - Generac -Year 2 Insp 1	\$ 60.00
2 Emergency Management - Generac -Year 2 Insp 2 - PM	\$ 300.00
1 Emergency Management Trailer Mounted-Kohler-Year 1 Insp 1	\$ 60.00
1 Emergency Management Trailer Mounted-Kohler-Year 1 Insp 2-PM	\$ 300.00
2 Emergency Management Trailer Mounted-Kohler-Year 2 Insp 1	\$ 60.00
2 Emergency Management Trailer Mounted Kohler-Year 2 Insp 2-PM	\$ 300.00
1 Fairhope Courthouse - Cummins - Year 1 Insp 1	\$ 60.00
1 Fairhope Courthouse - Cummins - Year 1 Insp 2 - PM	\$ 300.00
2 Fairhope Courthouse - Cummins - Year 2 Insp 1	\$ 60.00
2 Fairhope Courthouse - Cummins - Year 2 Insp 2 - PM	\$ 300.00
1 Fairhope Courthouse - Generac - Year 1 Insp 1	\$ 60.00
1 Fairhope Courthouse - Generac - Year 1 Insp 2 - PM	\$ 300.00
2 Fairhope Courthouse - Generac - Year 2 Insp 1	\$ 60.00
2 Fairhope Courthouse - Generac - Year 2 Insp 2 - PM	\$ 300.00
1 BC Coliseum - Caterpillar - Year 1 Insp 1	\$ 60.00
1 BC Coliseum - Caterpillar - Year 1 Insp 2 - PM	\$ 300.00
2 BC Coliseum - Caterpillar - Year 2 Insp 1	\$ 60.00
2 BC Coliseum - Caterpillar - Year 2 Insp 2 - PM	\$ 300.00
1 Coroner Bldg. - Caterpillar - Year 1 Insp 1	\$ 60.00
1 Coroner Bldg. - Caterpillar - Year 1 Insp 2 - PM	\$ 300.00
2 Coroner Bldg. - Caterpillar - Year 2 Insp 1	\$ 60.00
2 Coroner Bldg. - Caterpillar - Year 2 Insp 2 - PM	\$ 300.00
1 BRATS - Kohler - Year 1 Insp 1	\$ 60.00
1 BRATS - Kohler - Year 1 Insp 2 - PM	\$ 300.00
2 BRATS - Kohler - Year 2 Insp 1	\$ 60.00
2 BRATS - Kohler - Year 2 Insp 2 - PM	\$ 300.00
1 Central Annex - Kohler - Year 1 Insp 1	\$ 60.00
1 Central Annex - Kohler - Year 1 Insp 2 - PM	\$ 300.00
2 Central Annex - Kohler - Year 2 Insp 1	\$ 60.00

Bid #WG19-24 - Annual Generator Preventive Maintenance Services
Award Listing

BIDDER: Power Systems of MS	
2 Central Annex - Kohler - Year 2 Insp 2 - PM	\$ 300.00
1 Central Annex II - Caterpillar - Year 1 Insp 1	\$ 60.00
1 Central Annex II - Caterpillar - Year 1 Insp 2 - PM	\$ 300.00
2 Central Annex II - Caterpillar - Year 2 Insp 1	\$ 60.00
2 Central Annex II - Caterpillar - Year 2 Insp 2 - PM	\$ 300.00
1 Area 200 Hwy - Kohler - Year 1 Insp 1	\$ 60.00
1 Area 200 Hwy - Kohler - Year 1 Insp 2 - PM	\$ 300.00
2 Area 200 Hwy - Kohler - Year 2 Insp 1	\$ 60.00
2 Area 200 Hwy - Kohler - Year 2 Insp 2 - PM	\$ 300.00
1 Magnolia Landfill - Kohler - Year 1 Insp 1	\$ 60.00
1 Magnolia Landfill - Kohler - Year 1 Insp 2 - PM	\$ 300.00
2 Magnolia Landfill - Kohler - Year 2 Insp 1	\$ 60.00
2 Magnolia Landfill - Kohler - Year 2 Insp 2 - PM	\$ 300.00
1 Magnolia Landfill - OFNW8 - Year 1 Insp 1	\$ 60.00
2 Magnolia Landfill - OFNW8 - Year 1 Insp 2 - PM	\$ 300.00
1 Magnolia Landfill - OFNW8 - Year 2 Insp 1	\$ 60.00
2 Magnolia Landfill - OFNW8 - Year 2 Insp 2 - PM	\$ 300.00
1 Animal Shelter - Generac - Year 1 Insp 1	\$ 60.00
1 Animal Shelter - Generac - Year 1 Insp 2 - PM	\$ 300.00
2 Animal Shelter - Generac - Year 2 Insp 1	\$ 60.00
2 Animal Shelter - Generac - Year 2 Insp 2 - PM	\$ 300.00
1 Foley Courthouse - Kohler - Year 1 Insp 1	\$ 60.00
1 Foley Courthouse - Kohler - Year 1 Insp 2 - PM	\$ 300.00
2 Foley Courthouse - Kohler - Year 2 Insp 1	\$ 60.00
2 Foley Courthouse - Kohler - Year 2 Insp 2 - PM	\$ 300.00
1 Foley Courthouse - Generac - Year 1 Insp 1	\$ 60.00
1 Foley Courthouse - Generac - Year 1 Insp 2 - PM	\$ 300.00
2 Foley Courthouse - Generac - Year 2 Insp 1	\$ 60.00
2 Foley Courthouse - Generac - Year 2 Insp 2 - PM	\$ 300.00
1 Area 300 Highway - Kohler - Year 1 Insp 1	\$ 60.00
1 Area 300 Highway - Kohler - Year 1 Insp 2 - PM	\$ 300.00
2 Area 300 Highway - Kohler - Year 2 Insp 1	\$ 60.00
2 Area 300 Highway - Kohler - Year 2 Insp 2 - PM	\$ 300.00
Baldwin County Sheriff & Corrections Center Buildings	
Contact Person Russell Dinkins (251)-654-4909	
1 Sheriff's Maintenance Shop - Generac - Year 1 Insp 1	\$ 60.00
1 Sheriff's Maintenance Shop - Generac - Year 1 Insp 2 - PM	\$ 300.00
2 Sheriff's Maintenance Shop - Generac - Year 2 Insp 1	\$ 60.00
2 Sheriff's Maintenance Shop - Generac - Year 2 Insp 2 - PM	\$ 300.00

Bid #WG19-24 - Annual Generator Preventive Maintenance Services
Award Listing

BIDDER: Power Systems of MS	
1 Sheriff's Support Services - Generac - Year 1 Insp 1	\$ 60.00
1 Sheriff's Support Services - Generac - Year 1 Insp 2 - PM	\$ 300.00
2 Sheriff's Support Services - Generac - Year 2 Insp 1	\$ 60.00
2 Sheriff's Support Services - Generac - Year 2 Insp 2 - PM	\$ 300.00
Corrections Center - Bay Minette	
1 K Block - Dayton - Year 1 Insp 1	\$ 60.00
1 K Block - Dayton - Year 1 Insp 2 - PM	\$ 300.00
2 K Block - Dayton - Year 2 Insp 1	\$ 60.00
2 K Block - Dayton - Year 2 Insp 2 - PM	\$ 300.00
1 Boiler Room - Caterpillar - Year 1 Insp 1	\$ 60.00
1 Boiler Room - Caterpillar - Year 1 Insp 2 - PM	\$ 300.00
2 Boiler Room - Caterpillar - Year 2 Insp 1	\$ 60.00
2 Boiler Room - Caterpillar - Year 2 Insp 2 - PM	\$ 300.00
1 Tower & Admin - Kohler - Year 1 Insp 1	\$ 60.00
1 Tower & Admin - Kohler - Year 1 Insp 2 - PM	\$ 300.00
2 Tower & Admin - Kohler - Year 2 Insp 1	\$ 60.00
2 Tower & Admin - Kohler - Year 2 Insp 2 - PM	\$ 300.00
1 Law Enforcement Services - Generac - Year 1 Insp 1	\$ 60.00
1 Law Enforcement Services - Generac - Year 1 Insp 2 - PM	\$ 300.00
2 Law Enforcement Services - Generac - Year 2 Insp 1	\$ 60.00
2 Law Enforcement Services - Generac - Year 2 Insp 2 - PM	\$ 300.00
1 Command Bus - Kohler - Year 1 Insp 1	\$ 60.00
1 Command Bus - Kohler - Year 1 Insp 2 - PM	\$ 300.00
2 Command Bus - Kohler - Year 2 Insp 1	\$ 60.00
2 Command Bus - Kohler - Year 2 Insp 2 - PM	\$ 300.00
1 Trailer Mounted - Wind Power - Year 1 Insp 1	\$ 60.00
1 Trailer Mounted - Wind Power - Year 1 Insp 2 - PM	\$ 300.00
2 Trailer Mounted - Wind Power - Year 2 Insp 1	\$ 60.00
2 Trailer Mounted - Wind Power - Year 2 Insp 2 - PM	\$ 300.00
1 Trailer Mounted Light Tower #1 - Baldor - Year 1 Insp 1	\$ 60.00
1 Trailer Mounted Light Tower #1 - Baldor - Year 1 Insp 2 - PM	\$ 300.00
2 Trailer Mounted Light Tower #1 - Baldor - Year 2 Insp 1	\$ 60.00
2 Trailer Mounted Light Tower #1 - Baldor - Year 2 Insp 2 - PM	\$ 300.00
1 Trailer Mounted Light Tower #2 - Baldor - Year 1 Insp 1	\$ 60.00
1 Trailer Mounted Light Tower #2 - Baldor - Year 1 Insp 2 - PM	\$ 300.00
2 Trailer Mounted Light Tower #2 - Baldor - Year 2 Insp 1	\$ 60.00
2 Trailer Mounted Light Tower #2 - Baldor - Year 2 Insp 2 - PM	\$ 300.00
1 Sheriff's Investigation Bldg - Kohler - Year 1 Insp 1	\$ 60.00
1 Sheriff's Investigation Bldg - Kohler - Year 1 Insp 2 - PM	\$ 300.00
2 Sheriff's Investigation Bldg - Kohler - Year 2 Insp 1	\$ 60.00

Bid #WG19-24 - Annual Generator Preventive Maintenance Services
Award Listing

BIDDER: Power Systems of MS	
2 Sheriff's Investigation Bldg - Kohler - Year 2 Insp 2 - PM	\$ 300.00
1 Ft. Jones - Generac - Year 1 Insp 1	\$ 60.00
1 Ft. Jones - Generac - Year 1 Insp 2 - PM	\$ 300.00
1 Ft. Jones - Generac - Year 2 Insp 1	\$ 60.00
2 Ft. Jones - Generac - Year 2 Insp 2 - PM	\$ 300.00
Total Cost Year 1	\$14,400.00
Total Cost Year 2	\$14,400.00
GRAND TOTAL	\$28,800.00
Hourly cost for additional repair work	
Weekdays M-F	\$60.00
Evenings	\$90.00
Evenings begin at	4:01PM
Weekends	\$90.00
Weekends begin at	Friday 4:01PM
Holidays	\$120.00
List of Holidays	Christmas
	New Years Eve
	New Years Day
	Labor Day
	Memorial Day
	Independence Day
	Thanksgiving
	Good Friday
	Easter

Bid #WG19-24 - Annual Generator Preventive Maintenance Services
Bid Tabulation

	BIDDERS: Power Systems of MS	Taylor Power Systems	ARCCO Company Services, Inc.	PowerSecure Service, Inc.
North End of Baldwin County				
Contact Person: Junius Long (251)-295-3133 or Derrick Crocker (251)-600-9716				
1 Board of Education - Year 1 Insp 1	\$ 60.00	\$ 180.00	\$ 156.25	\$ 220.00
1 Board of Education - Year 1 Insp 2 - PM	\$ 300.00	\$ 474.00	\$ 323.74	\$ 585.00
2 Board of Education - Year 2 Insp 1	\$ 60.00	\$ 180.00	\$ 156.25	\$ 220.00
2 Board of Education - Year 2 Insp 2 - PM	\$ 300.00	\$ 474.00	\$ 323.74	\$ 585.00
1 Juvenile Detention-Kohler-Year 1 Insp 1	\$ 60.00	\$ 180.00	\$ 156.25	\$ 215.00
1 Juvenile Detention-Kohler-Year 1 Insp 2-PM	\$ 300.00	\$ 552.00	\$ 323.74	\$ 630.00
2 Juvenile Detention-Kohler-Year 2 Insp 1	\$ 60.00	\$ 180.00	\$ 156.25	\$ 215.00
2 Juvenile Detention-Kohler-Year 2 Insp 2-PM	\$ 300.00	\$ 552.00	\$ 323.74	\$ 630.00
1 Area 100 Hwy-Kohler-Year 1 Insp 1	\$ 60.00	\$ 120.00	\$ 156.25	\$ 205.00
1 Area 100 Hwy-Kohler-Year 1 Insp 2-PM	\$ 300.00	\$ 425.00	\$ 281.88	\$ 390.00
2 Area 100 Hwy-Kohler-Year 2 Insp 1	\$ 60.00	\$ 120.00	\$ 156.25	\$ 205.00
2 Area 100 Hwy-Kohler-Year 2 Insp 2-PM	\$ 300.00	\$ 425.00	\$ 281.88	\$ 390.00
1 Bay Minette Courthouse-Kohler-Year 1 Insp1	\$ 60.00	\$ 120.00	\$ 156.25	\$ 205.00
1 Bay Minette Courthouse -Kohler-Year 1 Insp 2 PM	\$ 300.00	\$ 400.00	\$ 335.25	\$ 355.00
2 Bay Minette Courthouse-Kohler-Year 2 Insp 1	\$ 60.00	\$ 120.00	\$ 156.25	\$ 205.00
2 Bay Minette Courthouse-Kohler-Year 2 Insp 2 PM	\$ 300.00	\$ 400.00	\$ 335.25	\$ 355.00
1 Annex I & II - Generac-Year 1 Insp 1	\$ 60.00	\$ 180.00	\$ 156.25	\$ 220.00
1 Annex I & II - Generac-Year 1 Insp 2 - PM	\$ 300.00	\$ 474.00	\$ 384.35	\$ 585.00
2 Annex I & II - Generac-Year 2 Insp 1	\$ 60.00	\$ 180.00	\$ 156.25	\$ 220.00
2 Annex I & II - Generac- Year 2 Insp 2 - PM	\$ 300.00	\$ 474.00	\$ 384.35	\$ 585.00
1 Annex III - Kohler - Year 1 Insp 1	\$ 60.00	\$ 120.00	\$ 156.25	\$ 195.00
1 Annex III - Kohler - Year 1 Insp 2 - PM	\$ 300.00	\$ 400.00	\$ 312.51	\$ 335.00
2 Annex III - Kohler - Year 2 Insp 1	\$ 60.00	\$ 120.00	\$ 156.25	\$ 195.00
2 Annex III - Kohler - Year 2 Insp 2 - PM	\$ 300.00	\$ 400.00	\$ 312.51	\$ 335.00
1 Annex IV (CIS) - Generac - Year 1 Insp 1	\$ 60.00	\$ 180.00	\$ 156.25	\$ 240.00
1 Annex IV (CIS) - Generac - Year 1 Insp 2 - PM	\$ 300.00	\$ 567.00	\$ 446.85	\$ 660.00
2 Annex IV (CIS) - Generac - Year 2 Insp 1	\$ 60.00	\$ 180.00	\$ 156.25	\$ 240.00
2 Annex IV (CIS) - Generac - Year 2 Insp 2 - PM	\$ 300.00	\$ 567.00	\$ 446.85	\$ 660.00

Bid #WG19-24 - Annual Generator Preventive Maintenance Services
Bid Tabulation

BIDDERS: Power Systems of MS Taylor Power Systems ARCCO Company Services, Inc. PowerSecure Service, Inc.					
1	Commission Admin - Caterpillar - Year 1 Insp 1	\$ 60.00	\$ 180.00	\$ 156.25	\$ 220.00
1	Commission Admin - Caterpillar - Year 1 Insp 2-PM	\$ 300.00	\$ 474.00	\$ 564.25	\$ 585.00
2	Commission Admin - Caterpillar - Year 2 Insp 1	\$ 60.00	\$ 180.00	\$ 156.25	\$ 220.00
2	Commission Admin - Caterpillar - Year 2 Insp 2 - PM	\$ 300.00	\$ 474.00	\$ 564.25	\$ 585.00
1	Archives - Kohler - Year 1 Insp 1	\$ 60.00	\$ 180.00	\$ 156.25	\$ 220.00
1	Archives - Kohler - Year 1 Insp 2 - PM	\$ 300.00	\$ 474.00	\$ 395.14	\$ 585.00
2	Archives - Kohler - Year 2 Insp 1	\$ 60.00	\$ 180.00	\$ 156.25	\$ 220.00
2	Archives - Kohler - Year 2 Insp 2 - PM	\$ 300.00	\$ 474.00	\$ 395.14	\$ 585.00
1	Level II Shelter - Olympian - Year 1 Insp 1	\$ 60.00	\$ 120.00	\$ 156.25	\$ 215.00
1	Level II Shelter - Olympian - Year 1 Insp 2 - PM	\$ 300.00	\$ 460.00	\$ 415.15	\$ 500.00
2	Level II Shelter - Olympian - Year 2 Insp 1	\$ 60.00	\$ 120.00	\$ 156.25	\$ 215.00
2	Level II Shelter - Olympian - Year 2 Insp 2 - PM	\$ 300.00	\$ 460.00	\$ 415.15	\$ 500.00
South End of Baldwin County					
1	Emergency Management - Generac -Year 1 Insp 1	\$ 60.00	\$ 180.00	\$ 156.25	\$ 250.00
1	Emergency Management - Generac -Year 1 Insp 2 - PM	\$ 300.00	\$ 680.00	\$ 490.50	\$ 685.00
2	Emergency Management - Generac -Year 2 Insp 1	\$ 60.00	\$ 180.00	\$ 156.25	\$ 250.00
2	Emergency Management - Generac -Year 2 Insp 2 - PM	\$ 300.00	\$ 680.00	\$ 490.50	\$ 685.00
1	Emergency Management - Olympia - Year 1 Insp 1	\$ 60.00	\$ 180.00	\$ 156.25	\$ 250.00
1	Emergency Management - Olympia - Year 1 Insp 2 - PM	\$ 300.00	\$ 680.00	\$ 506.13	\$ 685.00
2	Emergency Management - Olympia - Year 2 Insp 1	\$ 60.00	\$ 180.00	\$ 156.25	\$ 250.00
2	Emergency Management - Olympia - Year 2 Insp 2 - PM	\$ 300.00	\$ 680.00	\$ 506.13	\$ 685.00
1	Emergency Management - Generac -Year 1 Insp 1	\$ 60.00	\$ 120.00	\$ 156.25	\$ 195.00
1	Emergency Management - Generac -Year 1 Insp 2 - PM	\$ 300.00	\$ 400.00	\$ 299.21	\$ 335.00
2	Emergency Management - Generac -Year 2 Insp 1	\$ 60.00	\$ 120.00	\$ 156.25	\$ 195.00
2	Emergency Management - Generac -Year 2 Insp 2 - PM	\$ 300.00	\$ 400.00	\$ 299.21	\$ 335.00
1	Emergency Management Trailer Mounted-Kohler-Year 1 Insp 1	\$ 60.00	\$ 120.00	\$ 156.25	\$ 205.00
1	Emergency Management Trailer Mounted-Kohler-Year 1 Insp 2-PM	\$ 300.00	\$ 450.00	\$ 364.80	\$ 370.00
2	Emergency Management Trailer Mounted-Kohler-Year 2 Insp 1	\$ 60.00	\$ 120.00	\$ 156.25	\$ 205.00
2	Emergency Management Trailer Mounted Kohler-Year 2 Insp 2-PM	\$ 300.00	\$ 450.00	\$ 364.80	\$ 370.00
1	Fairhope Courthouse - Cummins - Year 1 Insp 1	\$ 60.00	\$ 150.00	\$ 156.25	\$ 215.00
1	Fairhope Courthouse - Cummins - Year 1 Insp 2 - PM	\$ 300.00	\$ 516.00	\$ 437.48	\$ 480.00
2	Fairhope Courthouse - Cummins - Year 2 Insp 1	\$ 60.00	\$ 150.00	\$ 156.25	\$ 215.00
2	Fairhope Courthouse - Cummins - Year 2 Insp 2 - PM	\$ 300.00	\$ 516.00	\$ 437.48	\$ 480.00
1	Fairhope Courthouse - Generac - Year 1 Insp 1	\$ 60.00	\$ 150.00	\$ 156.25	\$ 220.00

Bid #WG19-24 - Annual Generator Preventive Maintenance Services

Bid Tabulation

	BIDDERS: Power Systems of MS	Taylor Power Systems	ARCCO Company Services, Inc.	PowerSecure Service, Inc.
1 Fairhope Courthouse - Generac - Year 1 Insp 2 - PM	\$ 300.00	\$ 537.00	\$ 384.35	\$ 585.00
2 Fairhope Courthouse - Generac - Year 2 Insp 1	\$ 60.00	\$ 150.00	\$ 156.25	\$ 220.00
2 Fairhope Courthouse - Generac - Year 2 Insp 2 - PM	\$ 300.00	\$ 537.00	\$ 384.35	\$ 585.00
1 BC Coliseum - Caterpillar - Year 1 Insp 1	\$ 60.00	\$ 120.00	\$ 281.25	\$ 270.00
1 BC Coliseum - Caterpillar - Year 1 Insp 2 - PM	\$ 300.00	\$ 516.00	\$ 2,231.36	\$ 2,225.00
2 BC Coliseum - Caterpillar - Year 2 Insp 1	\$ 60.00	\$ 120.00	\$ 281.25	\$ 270.00
2 BC Coliseum - Caterpillar - Year 2 Insp 2 - PM	\$ 300.00	\$ 516.00	\$ 2,231.36	\$ 2,225.00
1 Coroner Bldg. - Caterpillar - Year 1 Insp 1	\$ 60.00	\$ 120.00	\$ 156.25	\$ 195.00
1 Coroner Bldg. - Caterpillar - Year 1 Insp 2 - PM	\$ 300.00	\$ 400.00	\$ 332.13	\$ 335.00
2 Coroner Bldg. - Caterpillar - Year 2 Insp 1	\$ 60.00	\$ 120.00	\$ 156.25	\$ 195.00
2 Coroner Bldg. - Caterpillar - Year 2 Insp 2 - PM	\$ 300.00	\$ 400.00	\$ 332.13	\$ 335.00
1 BRATS - Kohler - Year 1 Insp 1	\$ 60.00	\$ 120.00	\$ 341.95	\$ 195.00
1 BRATS - Kohler - Year 1 Insp 2 - PM	\$ 300.00	\$ 325.00	\$ 156.25	\$ 335.00
2 BRATS - Kohler - Year 2 Insp 1	\$ 60.00	\$ 120.00	\$ 341.95	\$ 195.00
2 BRATS - Kohler - Year 2 Insp 2 - PM	\$ 300.00	\$ 325.00	\$ 156.25	\$ 335.00
1 Central Annex - Kohler - Year 1 Insp 1	\$ 60.00	\$ 180.00	\$ 281.25	\$ 270.00
1 Central Annex - Kohler - Year 1 Insp 2 - PM	\$ 300.00	\$ 680.00	\$ 1,168.63	\$ 2,225.00
2 Central Annex - Kohler - Year 2 Insp 1	\$ 60.00	\$ 180.00	\$ 281.25	\$ 270.00
2 Central Annex - Kohler - Year 2 Insp 2 - PM	\$ 300.00	\$ 680.00	\$ 1,168.63	\$ 2,225.00
1 Central Annex II - Caterpillar - Year 1 Insp 1	\$ 60.00	\$ 180.00	\$ 218.75	\$ 250.00
1 Central Annex II - Caterpillar - Year 1 Insp 2 - PM	\$ 300.00	\$ 920.00	\$ 877.60	\$ 965.00
2 Central Annex II - Caterpillar - Year 2 Insp 1	\$ 60.00	\$ 180.00	\$ 218.75	\$ 250.00
2 Central Annex II - Caterpillar - Year 2 Insp 2 - PM	\$ 300.00	\$ 920.00	\$ 877.60	\$ 965.00
1 Area 200 Hwy - Kohler - Year 1 Insp 1	\$ 60.00	\$ 120.00	\$ 156.25	\$ 205.00
1 Area 200 Hwy - Kohler - Year 1 Insp 2 - PM	\$ 300.00	\$ 425.00	\$ 326.50	\$ 390.00
2 Area 200 Hwy - Kohler - Year 2 Insp 1	\$ 60.00	\$ 120.00	\$ 156.25	\$ 205.00
2 Area 200 Hwy - Kohler - Year 2 Insp 2 - PM	\$ 300.00	\$ 425.00	\$ 326.50	\$ 390.00
1 Magnolia Landfill - Kohler - Year 1 Insp 1	\$ 60.00	\$ 120.00	\$ 156.25	\$ 195.00
1 Magnolia Landfill - Kohler - Year 1 Insp 2 - PM	\$ 300.00	\$ 325.00	\$ 312.51	\$ 335.00
2 Magnolia Landfill - Kohler - Year 2 Insp 1	\$ 60.00	\$ 120.00	\$ 156.25	\$ 195.00
2 Magnolia Landfill - Kohler - Year 2 Insp 2 - PM	\$ 300.00	\$ 325.00	\$ 312.51	\$ 335.00
1 Magnolia Landfill - OFNW8 - Year 1 Insp 1	\$ 60.00	\$ 120.00	\$ 156.25	\$ 195.00
2 Magnolia Landfill - OFNW8 - Year 1 Insp 2 - PM	\$ 300.00	\$ 425.00	\$ 341.05	\$ 335.00
1 Magnolia Landfill - OFNW8 - Year 2 Insp 1	\$ 60.00	\$ 120.00	\$ 156.25	\$ 195.00
2 Magnolia Landfill - OFNW8 - Year 2 Insp 2 - PM	\$ 300.00	\$ 425.00	\$ 341.05	\$ 335.00

Bid #WG19-24 - Annual Generator Preventive Maintenance Services

Bid Tabulation

BIDDERS: Power Systems of MS Taylor Power Systems ARCCO Company Services, Inc. PowerSecure Service, Inc.					
1	Animal Shelter - Generac - Year 1 Insp 1	\$ 60.00	\$ 120.00	\$ 156.25	\$ 195.00
1	Animal Shelter - Generac - Year 1 Insp 2 - PM	\$ 300.00	\$ 400.00	\$ 328.44	\$ 335.00
2	Animal Shelter - Generac - Year 2 Insp 1	\$ 60.00	\$ 120.00	\$ 156.25	\$ 195.00
2	Animal Shelter - Generac - Year 2 Insp 2 - PM	\$ 300.00	\$ 400.00	\$ 328.44	\$ 335.00
1	Foley Courthouse - Kohler - Year 1 Insp 1	\$ 60.00	\$ 120.00	\$ 156.25	\$ 215.00
1	Foley Courthouse - Kohler - Year 1 Insp 2 - PM	\$ 300.00	\$ 460.00	\$ 471.23	\$ 480.00
2	Foley Courthouse - Kohler - Year 2 Insp 1	\$ 60.00	\$ 120.00	\$ 156.25	\$ 215.00
2	Foley Courthouse - Kohler - Year 2 Insp 2 - PM	\$ 300.00	\$ 460.00	\$ 471.23	\$ 480.00
1	Foley Courthouse - Generac - Year 1 Insp 1	\$ 60.00	\$ 180.00	\$ 156.25	\$ 220.00
1	Foley Courthouse - Generac - Year 1 Insp 2 - PM	\$ 300.00	\$ 484.00	\$ 384.35	\$ 585.00
2	Foley Courthouse - Generac - Year 2 Insp 1	\$ 60.00	\$ 180.00	\$ 156.25	\$ 220.00
2	Foley Courthouse - Generac - Year 2 Insp 2 - PM	\$ 300.00	\$ 484.00	\$ 384.35	\$ 585.00
1	Area 300 Highway - Kohler - Year 1 Insp 1	\$ 60.00	\$ 120.00	\$ 156.25	\$ 205.00
1	Area 300 Highway - Kohler - Year 1 Insp 2 - PM	\$ 300.00	\$ 425.00	\$ 326.50	\$ 395.00
2	Area 300 Highway - Kohler - Year 2 Insp 1	\$ 60.00	\$ 120.00	\$ 156.25	\$ 205.00
2	Area 300 Highway - Kohler - Year 2 Insp 2 - PM	\$ 300.00	\$ 425.00	\$ 326.50	\$ 395.00
Baldwin County Sheriff & Corrections Center Buildings					
Contact Person Russell Dinkins (251)-654-4909					
1	Sheriff's Maintenance Shop - Generac - Year 1 Insp 1	\$ 60.00	\$ 120.00	\$ 156.25	\$ 195.00
1	Sheriff's Maintenance Shop - Generac - Year 1 Insp 2 - PM	\$ 300.00	\$ 400.00	\$ 283.33	\$ 335.00
2	Sheriff's Maintenance Shop - Generac - Year 2 Insp 1	\$ 60.00	\$ 120.00	\$ 156.25	\$ 195.00
2	Sheriff's Maintenance Shop - Generac - Year 2 Insp 2 - PM	\$ 300.00	\$ 400.00	\$ 283.33	\$ 335.00
1	Sheriff's Support Services - Generac - Year 1 Insp 1	\$ 60.00	\$ 120.00	\$ 156.25	\$ 195.00
1	Sheriff's Support Services - Generac - Year 1 Insp 2 - PM	\$ 300.00	\$ 400.00	\$ 283.33	\$ 335.00
2	Sheriff's Support Services - Generac - Year 2 Insp 1	\$ 60.00	\$ 120.00	\$ 156.25	\$ 195.00
2	Sheriff's Support Services - Generac - Year 2 Insp 2 - PM	\$ 300.00	\$ 400.00	\$ 283.33	\$ 335.00
Corrections Center - Bay Minette					
1	K Block - Dayton - Year 1 Insp 1	\$ 60.00	\$ 120.00	\$ 156.25	\$ 195.00
1	K Block - Dayton - Year 1 Insp 2 - PM	\$ 300.00	\$ 575.00	\$ 268.03	\$ 410.00

Bid #WG19-24 - Annual Generator Preventive Maintenance Services
Bid Tabulation

BIDDERS: Power Systems of MS Taylor Power Systems ARCCO Company Services, Inc. PowerSecure Service, Inc.					
2 K Block - Dayton - Year 2 Insp 1	\$ 60.00	\$ 120.00	\$ 156.25	\$ 195.00	
2 K Block - Dayton - Year 2 Insp 2 - PM	\$ 300.00	\$ 575.00	\$ 268.03	\$ 410.00	
1 Boiler Room - Caterpillar - Year 1 Insp 1	\$ 60.00	\$ 180.00	\$ 156.25	\$ 220.00	
1 Boiler Room - Caterpillar - Year 1 Insp 2 - PM	\$ 300.00	\$ 647.00	\$ 577.60	\$ 785.00	
2 Boiler Room - Caterpillar - Year 2 Insp 1	\$ 60.00	\$ 180.00	\$ 156.25	\$ 220.00	
2 Boiler Room - Caterpillar - Year 2 Insp 2 - PM	\$ 300.00	\$ 647.00	\$ 577.60	\$ 785.00	
1 Tower & Admin - Kohler - Year 1 Insp 1	\$ 60.00	\$ 180.00	\$ 156.25	\$ 250.00	
1 Tower & Admin - Kohler - Year 1 Insp 2 - PM	\$ 300.00	\$ 830.00	\$ 577.60	\$ 1,265.00	
2 Tower & Admin - Kohler - Year 2 Insp 1	\$ 60.00	\$ 180.00	\$ 156.25	\$ 250.00	
2 Tower & Admin - Kohler - Year 2 Insp 2 - PM	\$ 300.00	\$ 830.00	\$ 577.60	\$ 1,265.00	
1 Law Enforcement Services - Generac - Year 1 Insp 1	\$ 60.00	\$ 120.00	\$ 156.25	\$ 205.00	
1 Law Enforcement Services - Generac - Year 1 Insp 2 - PM	\$ 300.00	\$ 400.00	\$ 286.33	\$ 505.00	
2 Law Enforcement Services - Generac - Year 2 Insp 1	\$ 60.00	\$ 120.00	\$ 156.25	\$ 205.00	
2 Law Enforcement Services - Generac - Year 2 Insp 2 - PM	\$ 300.00	\$ 400.00	\$ 286.33	\$ 505.00	
1 Command Bus - Kohler - Year 1 Insp 1	\$ 60.00	\$ 120.00	\$ 156.25	\$ 195.00	
1 Command Bus - Kohler - Year 1 Insp 2 - PM	\$ 300.00	\$ 425.00	\$ 277.40	\$ 370.00	
2 Command Bus - Kohler - Year 2 Insp 1	\$ 60.00	\$ 120.00	\$ 156.25	\$ 195.00	
2 Command Bus - Kohler - Year 2 Insp 2 - PM	\$ 300.00	\$ 425.00	\$ 277.40	\$ 370.00	
1 Trailer Mounted - Wind Power - Year 1 Insp 1	\$ 60.00	\$ 120.00	\$ 156.25	\$ 195.00	
1 Trailer Mounted - Wind Power - Year 1 Insp 2 - PM	\$ 300.00	\$ 288.00	\$ 277.40	\$ 295.00	
2 Trailer Mounted - Wind Power - Year 2 Insp 1	\$ 60.00	\$ 120.00	\$ 156.25	\$ 195.00	
2 Trailer Mounted - Wind Power - Year 2 Insp 2 - PM	\$ 300.00	\$ 288.00	\$ 277.40	\$ 295.00	
1 Trailer Mounted Light Tower #1 - Baldor - Year 1 Insp 1	\$ 60.00	\$ 120.00	\$ 156.25	\$ 195.00	
1 Trailer Mounted Light Tower #1 - Baldor - Year 1 Insp 2 - PM	\$ 300.00	\$ 285.00	\$ 277.40	\$ 290.00	
2 Trailer Mounted Light Tower #1 - Baldor - Year 2 Insp 1	\$ 60.00	\$ 120.00	\$ 156.25	\$ 195.00	
2 Trailer Mounted Light Tower #1 - Baldor - Year 2 Insp 2 - PM	\$ 300.00	\$ 285.00	\$ 277.40	\$ 290.00	
1 Trailer Mounted Light Tower #2 - Baldor - Year 1 Insp 1	\$ 60.00	\$ 120.00	\$ 156.25	\$ 195.00	
1 Trailer Mounted Light Tower #2 - Baldor - Year 1 Insp 2 - PM	\$ 300.00	\$ 285.00	\$ 277.40	\$ 290.00	
2 Trailer Mounted Light Tower #2 - Baldor - Year 2 Insp 1	\$ 60.00	\$ 120.00	\$ 156.25	\$ 195.00	
2 Trailer Mounted Light Tower #2 - Baldor - Year 2 Insp 2 - PM	\$ 300.00	\$ 285.00	\$ 277.40	\$ 290.00	
1 Sheriff's Investigation Bldg - Kohler - Year 1 Insp 1	\$ 60.00	\$ 120.00	\$ 156.25	\$ 205.00	

Bid #WG19-24 - Annual Generator Preventive Maintenance Services

Bid Tabulation

	BIDDERS: Power Systems of MS	Taylor Power Systems	ARCCO Company Services, Inc.	PowerSecure Service, Inc.
1 Sheriff's Investigation Bldg - Kohler - Year 1 Insp 2 - PM	\$ 300.00	\$ 425.00	\$ 299.63	\$ 575.00
2 Sheriff's Investigation Bldg - Kohler - Year 2 Insp 1	\$ 60.00	\$ 120.00	\$ 156.25	\$ 205.00
2 Sheriff's Investigation Bldg - Kohler - Year 2 Insp 2 - PM	\$ 300.00	\$ 425.00	\$ 299.63	\$ 575.00
1 Ft. Jones - Generac - Year 1 Insp 1	\$ 60.00	\$ 120.00	\$ 156.25	\$ 205.00
1 Ft. Jones - Generac - Year 1 Insp 2 - PM	\$ 300.00	\$ 425.00	\$ 299.63	\$ 575.00
1 Ft. Jones - Generac - Year 2 Insp 1	\$ 60.00	\$ 120.00	\$ 156.25	\$ 205.00
2 Ft. Jones - Generac - Year 2 Insp 2 - PM	\$ 300.00	\$ 425.00	\$ 299.63	\$ 575.00
			\$ 48,510.32	
Total Cost Year 1	\$14,400.00	\$24,773.00	\$ 24,255.16	\$ 31,870.00
Total Cost Year 2	\$14,400.00	\$24,773.00	\$ 24,255.16	\$ 31,870.00
GRAND TOTAL	\$28,800.00	\$49,546.00	\$ 48,510.32	\$ 63,740.00
Hourly cost for additional repair work				
Weekdays M-F	\$60.00	\$99.00	\$ 119.00	\$95.00
Evenings	\$90.00	\$148.50	\$ 119.00	\$ 142.50
Evenings begin at	4:01PM	4:00PM	5:00PM	5:01PM
Weekends	\$90.00	\$148.50	\$ 178.50	\$ 142.50
Weekends begin at	Friday 4:01PM	Friday 4:00PM	Friday 5:00PM	Friday 5:01PM
Holidays	\$120.00	\$198.00	\$ 178.50	\$ 190.00
List of Holidays	Christmas	Christmas Eve & Day	Christmas Eve & Day	New Years Day
	New Years Eve	New Years Eve	Day after Christmas	Martin Luther King
	New Years Day	New Years Day	Good Friday	Memorial Day
	Labor Day	Labor Day	Thanksgiving Day	Independence Day
	Memorial Day	Memorial Day	Day after Thanksgiving	Labor Day
	Independence Day	Independence Day	Independence Day	Thanksgiving Day
	Thanksgiving	Friday After Thanksgiving	Memorial Day	Day after Thanksgiving
	Good Friday	Thanksgiving Day	Labor Day	Christmas Day
	Easter			
Bid Bond:	Yes	Yes	No	Yes
Insurance:	Yes	No	No	No

State of Alabama)
County of Baldwin)

CONTRACT FOR PROFESSIONAL & CONSTRUCTION SERVICES

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

WITNESSETH:

Whereas, at its regular meeting on Tuesday, January 15, 2019, the COUNTY authorized staff to solicit bids for the Annual Generator Preventive Maintenance Services; and

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

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

- I. Definitions. The following terms shall have the following meanings:
 - A. COUNTY: Baldwin County, Alabama
 - B. COMMISSION: Baldwin County Commission
 - C. PROVIDER: Power Systems of MS
- II. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- III. Recitals Included. The above recitals and statements are incorporated as part of this Contract, and shall have the effect and enforceability as all other provisions herein.
- IV. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.
- V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all

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

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

hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.

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

PROVIDER: Power Systems of MS
14313 Stenum Street, Suite D
Biloxi, MS 39532
ATTN: Mark Gotjen

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

- XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally-qualified Contractor. The general scope of work for the services shall include all the terms and Conditions of "**Competitive Bid #WG19-24**", the same being expressly incorporated herein by reference, and without limitation will encompass:

"Competitive Bid #WG19-24 – Annual Generator Preventive Maintenance Services for the Baldwin County Commission".

- A. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
- B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
- C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

- XVII. General Responsibilities of the COUNTY.

- A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

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

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

- XIX. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.
- XX. Direct Expenses. Compensation to PROVIDER for work shall be paid as shown on "Attachment A". Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services
- XXI. Method of Payment. PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.
- Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXII. Effective and Termination Dates. This Contract shall be effective for twenty-four (24) months and commence immediately upon the same date as its full execution, with an option to renew one (1) additional twelve (12) month contract, or extend the first contract until such time that a new contract can be bid and awarded. Any additional contract or extension will be at the same prices, terms and conditions. Any successive contract(s) must have the written approval of both the County and the Vendor no later than thirty (30) days prior to the expiration of the original contract. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]
- XXIII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason of an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXIV. Indemnification. PROVIDER shall indemnify, defend and hold County and its Commissioners, affiliates, employees, agents, and representatives (collectively referred to in this Section XXIV as COUNTY") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon COUNTY, as a result of or in any manner related to provision of services hereunder, or any act or omission, by PROVIDER. PROVIDER shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of this Contract.
- XXV. Number of Originals. This Contract shall be executed with three originals, all of which are equally valid as an original.

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

XXVII. Insurance. Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.

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

COUNTY

ATTEST:

CHARLES F. GRUBER / Date
Chairman

RONALD J. CINK/ Date
Budget Director

NOTARY PAGE AND SIGNATURE PAGE TO FOLLOW

State of Alabama)

County of Baldwin)

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

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

Notary Public
My Commission Expires

PROVIDER:

Power Systems of MS

By _____/Date
Its _____

State of _____)

County of _____)

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

GIVEN under my hand and seal on this the _____ day of _____, 2019.

Notary Public
My Commission Expires

"ATTACHMENT A"

BID WG19-01 RESPONSE FORM

Annual Generator Preventive Maintenance Services

Page 1 of 4

Date: 10-30-18

Out of State X or If yes, 523-254
Yes No Registration Number

Company Name: Power Systems of MS.

Address: 14313 Stenum St Ste D
Biloxi, MS. 39532

Company Rep Mark Gotjen
(Rep. Name Typed or Printed)

Position: President

Phone: 228-818-8315

Fax: 228-818-8317

Email: mark@powersystemsofms.net

BID #WG19-01 RESPONSE FORM**Annual Generator Preventive Maintenance Services**

Page 2 of 4

		Year 1 1 st Inspection	Year 1 2 nd PM	Year 2 1 st Inspection	Year 2 2 nd PM
<u>North End of Baldwin County:</u>					
Contact persons: Junius Long (251) 295-3133 or Derrick Crocker (251) 600-9716					
1. Board of Education	Kohler	<u>200.00</u>	<u>250.00</u>	<u>200.00</u>	<u>250.00</u>
2. Juvenile Detention	Kohler	<u>200.00</u>	<u>260.00</u>	<u>200.00</u>	<u>260.00</u>
3. Area 100 Highway	Kohler	<u>200.00</u>	<u>260.00</u>	<u>200.00</u>	<u>260.00</u>
4. Bay Minette Courthouse	Kohler	<u>200.00</u>	<u>260.00</u>	<u>200.00</u>	<u>260.00</u>
5. Annex I & II	Generac	<u>200.00</u>	<u>260.00</u>	<u>200.00</u>	<u>260.00</u>
6. Annex III	Kohler	<u>200.00</u>	<u>260.00</u>	<u>200.00</u>	<u>260.00</u>
7. Annex IV (CIS)	Generac	<u>200.00</u>	<u>450.00</u>	<u>200.00</u>	<u>450.00</u>
8. Commission Admin	Caterpillar	<u>200.00</u>	<u>450.00</u>	<u>200.00</u>	<u>450.00</u>
9. Archives	Kohler	<u>200.00</u>	<u>300.00</u>	<u>200.00</u>	<u>300.00</u>
10. Level II Shelter	Olympian	<u>200.00</u>	<u>260.00</u>	<u>200.00</u>	<u>260.00</u>

South End of Baldwin County:

Contact persons: Junius Long (251) 295-3133 or Brook Wheeler (251) 239-0620

1. Emergency Management	Generac	<u>200.00</u>	<u>450.00</u>	<u>200.00</u>	<u>450.00</u>
	Olympia	<u>200.00</u>	<u>550.00</u>	<u>200.00</u>	<u>550.00</u>
	Generac	<u>200.00</u>	<u>250.00</u>	<u>200.00</u>	<u>250.00</u>
Trailer Mounted	Kohler	<u>200.00</u>	<u>300.00</u>	<u>200.00</u>	<u>300.00</u>
2. Fairhope Courthouse	Cummins	<u>200.00</u>	<u>350.00</u>	<u>200.00</u>	<u>350.00</u>
	Generac	<u>200.00</u>	<u>260.00</u>	<u>200.00</u>	<u>260.00</u>
3. BC Coliseum	Caterpillar	<u>250.00</u>	<u>1500.00</u>	<u>250.00</u>	<u>1500.00</u>
4. Coroners Building	Caterpillar	<u>200.00</u>	<u>260.00</u>	<u>200.00</u>	<u>260.00</u>
5. BRATS	Kohler	<u>200.00</u>	<u>300.00</u>	<u>200.00</u>	<u>300.00</u>
6. Central Annex	Kohler	<u>200.00</u>	<u>450.00</u>	<u>200.00</u>	<u>450.00</u>

BID #WG19-01 RESPONSE FORM**Annual Generator Preventive Maintenance Services**

Page 3 of 4

7. Central Annex II	Caterpillar	<u>200.00</u>	<u>620.00</u>	<u>200.00</u>	<u>620.00</u>
8. Aren 200 Highway	Kohler	<u>200.00</u>	<u>260.00</u>	<u>200.00</u>	<u>260.00</u>
9. Magnolia Landfill	Kohler	<u>200.00</u>	<u>300.00</u>	<u>200.00</u>	<u>300.00</u>
	OFNW8	<u>200.00</u>	<u>350.00</u>	<u>200.00</u>	<u>350.00</u>
10. Animal Shelter	Generac	<u>200.00</u>	<u>260.00</u>	<u>200.00</u>	<u>260.00</u>
11. Foley Courthouse	Kohler	<u>200.00</u>	<u>340.00</u>	<u>200.00</u>	<u>340.00</u>
	Generac	<u>200.00</u>	<u>260.00</u>	<u>200.00</u>	<u>260.00</u>
12. Area 300 Highway	Kohler	<u>200.00</u>	<u>260.00</u>	<u>200.00</u>	<u>260.00</u>

Baldwin County Sheriff & Corrections Center Buildings

Contact person John Henry (251) 239-0686

13. Sheriff's Maintenance Shop	Generac	<u>200.00</u>	<u>250.00</u>	<u>200.00</u>	<u>250.00</u>
14. Sheriff's Support Services	Generac	<u>200.00</u>	<u>250.00</u>	<u>200.00</u>	<u>250.00</u>
15. Corrections Center					
K-Block	Dayton	<u>200.00</u>	<u>250.00</u>	<u>200.00</u>	<u>250.00</u>
Boiler Room	Caterpillar	<u>200.00</u>	<u>400.00</u>	<u>200.00</u>	<u>400.00</u>
Tower & Admin	Kohler	<u>200.00</u>	<u>750.00</u>	<u>200.00</u>	<u>750.00</u>
16. Law Enforcement Services	Generac	<u>200.00</u>	<u>260.00</u>	<u>200.00</u>	<u>260.00</u>
Command Bus	Kohler	<u>200.00</u>	<u>300.00</u>	<u>200.00</u>	<u>300.00</u>
Trailer Mounted	Wind Power	<u>200.00</u>	<u>300.00</u>	<u>200.00</u>	<u>300.00</u>
Trailer Mounted Light Tower #1	Baldor	<u>100.00</u>	<u>150.00</u>	<u>100.00</u>	<u>150.00</u>
Trailer Mounted Light Tower #2	Baldor	<u>100.00</u>	<u>150.00</u>	<u>100.00</u>	<u>150.00</u>
17. Sheriff's Investigation Bldg.	Kohler	<u>200.00</u>	<u>260.00</u>	<u>200.00</u>	<u>260.00</u>
18. Fort Jones	Generac	<u>200.00</u>	<u>350.00</u>	<u>200.00</u>	<u>350.00</u>

BID #WG19-01 RESPONSE FORM

Annual Generator Preventive Maintenance Services

Page 4 of 4

Total Cost for Year 1: \$ 21,850.00

Total Cost for Year 2: \$ 21,850.00

Grand Total (Both Year)

\$ 43,700.00

Hourly cost for additional repair work:

Weekdays M-F \$ 100.00 hr.

Evenings \$ 150.00 hr. Evenings begin at: 4:01 PM

Weekends \$ 150.00 hr. Weekends begin at: Friday @ 4:01 PM

Holidays \$ 200.00 hr. List Holidays

Christmas, Thanksgiving, Labor Day, Memorial Day
New Years Day, Independence Day.

Award will be made by TOTAL COST. Billing to be by site and inspection period. Billing will be accepted only for sites inspected and approved by Project Managers.

A formal contract will also be required from the successful bidder. A sample contract is provided for your review.

Price sheets provided in bid document.

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



Baldwin County Commission

Agenda Action Form

File #: 19-0700, **Version:** 1

Item #: B3

Meeting Type: BCC Work Session

Meeting Date: 2/26/2019

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 #WG19-27 - Provision of Road Signs for the Baldwin County Commission

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of Road Signs; 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 Road Signs.

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: 03/05/2019

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 # WG19-27 SPECIFICATIONS
FINISHED SIGNS

Materials shall be in compliance with the latest edition of the Alabama Highway Department Standard Specifications and the Manual of Uniform Traffic Control Devices (MUTCD).

Manufacturer shall furnish test reports when requested.

Baldwin County Reserves the right to purchase any or all items bid in various quantities as needed.

F.O.B. Suppliers Warehouse. Specify location of warehouse.

F.O.B. Baldwin County Highway Shop, 22220 West Boulevard Silverhill, AL 36576

Delivery shall be made no more than thirty (30) calendar days after receipt of order.

Prices bid shall be applicable for material to be ordered for **twelve (12) months** beginning the date of the award.

BID #WG19-27 RESPONSE FORM
Finished Signs

Date: _____

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

Company Name: _____

Address: _____

Company Rep: _____

_____ (Rep. Name Typed or Printed)

Position: _____

Phone: _____

Fax: _____

Email: _____

Financing through another agency beside yourself Yes or X No

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

_____ Financing Agency Authorized Signature

Supply Location _____

ROAD SIGN BID FORM

VENDOR: _____

Bidder Initials: _____

ITEM NO	SIGNS COMPLETE - DESCRIPTION	Unit	SHEET GRADE (ALDOT)	Unit Price per Sign	
S1	Stop Sign, R1-1, 30" x 30"	Each - Price per Complete Sign	TYPE IV		
			TYPE VIII		
			TYPE IX		
			TYPE XI		
S2	Stop Sign, R1-1, 36" x 36"	Each - Price per Complete Sign	TYPE IV		
			TYPE VIII		
			TYPE IX		
			TYPE XI		
S3	Stop Sign, R1-1, 48" x 48"	Each - Price per Complete Sign	TYPE III		
			TYPE IV		
			TYPE VIII		
			TYPE IX		
			TYPE XI		
S4	Advance Traffic Control Sign, W3-1, W3-2, W3-3, 30" x 30"	Each - Price per Complete Sign	TYPE IV		
			TYPE VIII		
			TYPE IX		
			TYPE XI		
S5	Advance Traffic Control Sign, W3-1, W3-2, W3-3, 36" x 36"	Each - Price per Complete Sign	TYPE IV		
			TYPE VIII		
			TYPE IX		
			TYPE XI		
S6	Advance Traffic Control Sign, W3-1, W3-2, W3-3, 48" x 48"	Each - Price per Complete Sign	TYPE IV		
			TYPE VIII		
			TYPE IX		
			TYPE XI		
S7	Yield, R1-2, 30" x 30" x 30"	Each - Price per Complete Sign	TYPE IV		
			TYPE VIII		
			TYPE IX		
			TYPE XI		
S8	Yield, R1-2, 36" x 36" x 36"	Each - Price per Complete Sign	TYPE IV		
			TYPE VIII		
			TYPE IX		
			TYPE XI		
S9	Yield, R1-2, 48" x 48" x 48"	Each - Price per Complete Sign	TYPE IV		
			TYPE VIII		
			TYPE IX		
			TYPE XI		
			TYPE IV		

ROAD SIGN BID FORM

VENDOR: _____

Bidder Initials: _____

S10	Highway-Rail Grade Crossing W10-1, 36" Dia	Each - Price per Complete Sign	TYPE VIII			
			TYPE IX			
			TYPE XI			
S11	Highway-Rail Grade Crossing W10-1, 30" Dia	Each - Price per Complete Sign	TYPE IV			
			TYPE VIII			
			TYPE IX			
			TYPE XI			
S12	County Route Sign (M1-6) with County Name and Border; MUTCD Chapter 2D	Each - Price per Complete Sign	TYPE IV			
			TYPE VIII			
			TYPE IX			
S13	County Route Sign (M1-6) with County Name, Road Number and Border; MUTCD Chapter 2D (Route signs with different numbers are not included in total for quantity pricing)	Each - Price per Complete Sign	TYPE IV			
			TYPE VIII			
			TYPE IX			
S14	School Advanced Warning S1-1, 30" x 30"	Each - Price per Complete Sign	TYPE IV			
			TYPE VIII			
			TYPE IX			
			TYPE XI			
			Fluorescent Y-G			
S15	School Advanced Warning S1-1, 36" x 36"	Each - Price per Complete Sign	TYPE IV			
			TYPE VIII			
			TYPE IX			
			TYPE XI			
			Fluorescent Y-G			
S16	ROW sign, white background with black letters, no border 6" X 12"	Each - Price per Complete Sign	TYPE II			
			TYPE III			
ITEM NO	SIGNS DESCRIPTION	Unit	SHEET GRADE (ALDOT)	Unit Price per Sign		
				QUANTITIES 1-10	QUANTITIES 11-25	QUANTITIES 26+
S17	Weight limit signs (R12-5 with 6 truck silhouettes; design available on request) 24" X 48"	Each - Price per Complete Sign	TYPE IV			
			TYPE VIII			
			TYPE IX			
S18	All regulatory signs (except R12-5 below), MUTCD Chapters 2B & 5B	Price per Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			
S19	All warning signs, MUTCD Chapters 2C & 5C (except W3-1, W3-2, W3-3) to also include all object markers	Price per Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			
			TYPE XI Fluorescent Y-G			
S20	All construction warning signs, MUTCD Chapters 6F & 5G	Price per Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			

ROAD SIGN BID FORM

VENDOR: _____

Bidder Initials: _____

			TYPE XI Fluorescent			
S21	All school signs, MUTCD Chapter 7B (except S1-1 listed above)	Price per Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			
			TYPE XI Fluorescent Y-G			
S22	All grade crossing signs, MUTCD Chapter 8B (Except W10-1 listed above)	Price per Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			
S23	All Guide signs, MUTCD Chapters 2D & 5D	Price per Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			
S24	Hazard Board, yellow and black, 48"x24"	Price per Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			
S25	Flat Blade Street Name Signs with green or blue sheeting ON BOTH SIDES , street name, white 8" uppercase w/ 6" lowercase letters on BOTH sides, 0.100" thick, 12" wide, various lengths to be specified at time of order.	Price per Square Foot per Sign	TYPE IV			
			TYPE VIII			
			TYPE IX			
S26	Flat Blade Street Name Signs with green or blue sheeting on ONE side, street name, white 8" uppercase w/ 6" lowercase letters on ONE side, 0.100" thick, 12" wide, various lengths to be specified at time of order.	Price per Square Foot per Sign	TYPE IV			
			TYPE VIII			
			TYPE IX			
S27	Flat Blade Street Name Signs with green or blue sheeting ON BOTH SIDES , no message, 0.100" thick, 12" wide, various lengths to be specified at time of order	Price per Square Foot per Sign	TYPE IV			
			TYPE VIII			
			TYPE IX			
S28	Extruded Blade Street name signs with green or blue sheeting ON BOTH SIDES , street name, white 6" uppercase w/ 4.5" lowercase letters ON BOTH SIDES , 0.100" thick, 9" wide, various lengths to be specified at time of order.	Price per Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			
S29	Extruded Blade Street name signs with green or blue sheeting ON BOTH SIDES , no message, 0.080" thick, 9" wide, various lengths to be specified at time of order.	Price per Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			
S30	Extruded Blade Street name signs with green or blue sheeting ON BOTH SIDES , no message, 0.080" thick, 6" wide, various lengths to be specified at time of order.	Price per Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			

ROAD SIGN BID FORM

VENDOR: _____

Bidder Initials: _____

S31	Extruded Blade Street name signs with green or blue sheeting ON BOTH SIDES , street name, white 4" uppercase w/ 3" lowercase letters ON BOTH SIDES , 0.080" thick, 6" wide, various lengths to be specified at time of order.	Price per Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			
S32	Street name sign with green or blue sheeting ON BOTH SIDES , no message, 0.100" thick, 9" wide, various lengths to be specified at time of order	Price per Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			
S33	Street name signs with green or blue sheeting ON BOTH SIDES , street name, white 6" uppercase w/ 4.5" lowercase letters ON BOTH SIDES , 0.100" thick, 9" wide, various lengths to be specified at time of order.	Price per Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			
S34	Street name signs with green or blue sheeting ON BOTH SIDES , no message, 0.080" thick, 6" wide, various lengths to be specified at time of order.	Price per Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			
S35	Street name signs with green or blue sheeting ON BOTH SIDES , street name, white 4" uppercase w/ 3" lowercase letters ON BOTH SIDES , 0.080" thick, 6" wide, various lengths to be specified at time of order.	Price per Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			
ITEM NO	SIGN POST	UNIT	PRICE EACH POST			
			(50 POSTS)	(orders of 100, 150, OR 200 POSTS)	(250, 250+ increments of 50)	
S36	Sign Post - Galvanized - 2.0 lb./Ft. - 8 FT. "U" Channel	Each				
S37	Sign Post - Galvanized - 2.0 lb./Ft. - 10 FT. "U" Channel	Each				
S38	Sign Post - Galvanized - 2.0 lb./Ft. - 12 FT. "U" Channel	Each				
S39	Sign Post - Galvanized - 2.0 lb./Ft. - 14 FT. "U" Channel	Each				
S40	Sign Post - Galvanized - 3.0 lb./FT - 10 FT "U" Channel	Each				
S41	Sign Post - Galvanized - 3.0 lb./FT - 12 FT "U" Channel	Each				
S42	Sign Post - Galvanized - 3.0 lb./FT - 14 FT "U" Channel	Each				
S43	Sign Post - Galvanized - 2" x 2" - 10 FT, Square Tube	Each				
S44	Sign Post - Galvanized - 2" x 2" - 12 FT, Square Tube	Each				
S45	Sign Post - Galvanized - 2" x 2" - 14 FT, Square Tube	Each				
S46	Sign Post - Galvanized - 2 1/4 x 2 1/4 - 10 FT, Square Tube	Each				
S47	Sign Post - Galvanized - 2 1/4 x 2 1/4 - 12 FT, Square Tube	Each				

ROAD SIGN BID FORM

VENDOR: _____

Bidder Initials: _____

S48	Sign Post - Galvanized - 2 1/4 x 2 1/4 - 14 FT, Square Tube	Each			
S49	Sign Post - Galvanized - 2 1/2 x 2 1/2 - 10 FT, Square Tube	Each			
S50	Sign Post - Galvanized - 2 1/2 x 2 1/2 - 12 FT, Square Tube	Each			
S51	Sign Post - Galvanized - 2 1/2 x 2 1/2 - 14 FT, Square Tube	Each			
S52	Delineator Green Painted Post - 1.12 lb./Ft. - 6Ft.	Each			
S53	Delineator Galvanized Post - 1.12 lb./Ft. - 6 Ft.	Each			
ITEM NO	STREET NAME MOUNTING BRACKETS	UNIT	PRICE EACH BRACKET (50 each order)	PRICE EACH BRACKET (100 each order)	
S54	For extruded blade 5 1/2" blade holder used for U-Channel Post, supplied with set screws	Each			
S55	For extruded blade 5 1/2" blade holder used for round Post, supplied with set screws	Each			
S56	For extruded blade 5 1/2" blade holder with 90 degree cross used for any cap, supplied with set screws	Each			
S57	For Flat or Extruded Blades 12" U-channel Cap with adjustable blade holder, supplied with set screws	Each			
S58	For Flat or Extruded Blades 12" Cross with adjustable blade holder, supplied with set screws	Each			
S59	5/16" x 3/4" Vandal Proff button head bolt with 5/32" pinned allen head socket	Each			
ITEM NO	Hand-Signaling Devices	Unit	Unit Price per Sign		
			QUANTITIES 1-10	QUANTITIES 11-25	QUANTITIES 26+
S60	Stop/Slow Paddle, Octagonal Shape, on a 72" rigid handle, 18" wide with letters 6" high, The STOP (R1-1) face shall have white letters and a white border on a red background. The SLOW (W20-8) face shall have black letters and a black border on an orange background, Retroreflectorized	Each			
S61	Stop/Slow Paddle, Octagonal Shape, on a 72" rigid handle, 24" wide with letters 8" high, The STOP (R1-1) face shall have white letters and a white border on a red background. The SLOW (W20-8) face shall have black letters and a black border on an orange background, Retroreflectorized	Each			
ITEM NO	CHEVRON SIGN MOUNTING BRACKETS	UNIT	Unit Price per Bracket		
			QUANTITIES 1-25	QUANTITIES 26-50	QUANTITIES 51+

ROAD SIGN BID FORM

VENDOR: _____

Bidder Initials: _____

S62	Chevron adjustable aluminum bracket with hardware (For 18"x24" and 24"x30" chevron signs), connects to U-channel post	Each		
ITEM NO	ROLL GOODS	UNIT	SHEET GRADE (ALDOT)	PRICE PER ROLL
S63	Sheeting, 6"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II	
			TYPE III	
			TYPE IV	
S64	Sheeting, 9"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II	
			TYPE III	
			TYPE IV	
S65	Sheeting, 12"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II	
			TYPE III	
			TYPE IV	
S66	Sheeting, 18"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II	
			TYPE III	
			TYPE IV	
S67	Sheeting, 24"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II	
			TYPE III	
			TYPE IV	
S68	Sheeting, 30"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II	
			TYPE III	
			TYPE IV	
S69	Sheeting, 36"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II	
			TYPE III	
			TYPE IV	
S70	Sheeting, 48"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II	
			TYPE III	
			TYPE IV	
S71	Sheeting, roll on 3" diameter core, pressure sensitive, Fluorescent Yellow-Green	PER ROLL	24" x 50 Yard	
			30" x 50 Yard	
			36" x 50 Yard	
			48" x 50 Yard	
S72	Sheeting, roll on 3" diameter core, pressure sensitive, Fluorescent Yellow	PER ROLL	24" x 50 Yard	
			30" x 50 Yard	
			36" x 50 Yard	
			48" x 50 Yard	
			24" x 50 Yard	

ROAD SIGN BID FORM

VENDOR: _____

Bidder Initials: _____

S73	Sheeting, roll on 3" diameter core, pressure sensitive, Fluorescent Orange	PER ROLL	30" x 50 Yard			
			36" x 50 Yard			
			48" x 50 Yard			
S74	Low Tack Application Tape 6"x100 yard roll	PER ROLL	N/A			
ITEM NO	Sign Blanks	UNIT	Unit Price per Sq. Ft.			
			QUANTITIES 1-25 Blanks	QUANTITIES 26-50 Blanks	QUANTITIES 51+ Blanks	
S75	Aluminum Diamond/Square, 0.080 Ga.	Sq. Ft.				
S76	Aluminum Rectangular, 0.080 Gage	Sq. Ft.				
S77	Aluminum Circle, 0.080 Gage	Sq. Ft.				
S78	Aluminum Octagon, 0.080 Gage	Sq. Ft.				
S79	Sign (M1-6) Blanks; MUTCD Chapter 2D; 0.080 gage	Sq. Ft.				
ITEM NO	SIGN FACE DESCRIPTION	UNIT	SHEET GRADE (ALDOT)	Unit Price per Face		
				QUANTITIES 1-10	QUANTITIES 11-25	QUANTITIES 26+
S80	Stop Sign Face, R1-1, 30" x 30"	Each - Price per Face	TYPE IV			
			TYPE VIII			
			TYPE IX			
			TYPE XI			
S81	Stop Sign Face, R1-1, 36" x 36"	Each - Price per Face	TYPE IV			
			TYPE VIII			
			TYPE IX			
			TYPE XI			
S82	Stop Sign Face, R1-1, 48" x 48"	Each - Price per Face	TYPE IV			
			TYPE VIII			
			TYPE IX			
			TYPE XI			
S83	Advance Traffic Control Sign Face, W3-1, W3-2, W3-3, 30" x 30"	Each - Price per Face	TYPE IV			
			TYPE VIII			
			TYPE IX			
			TYPE XI			
S84	Advance Traffic Control Sign Face, W3-1, W3-2, W3-3, 36" x 36"	Each - Price per Face	TYPE IV			
			TYPE VIII			
			TYPE IX			
			TYPE XI			
S85	Advance Traffic Control Sign Face, W3-1, W3-2, W3-3, 48" x 48"	Each - Price per Face	TYPE IV			
			TYPE VIII			
			TYPE IX			
			TYPE XI			

ROAD SIGN BID FORM

VENDOR: _____

Bidder Initials: _____

S86	Yield Sign Face, R1-2, 30"x30"x30"	Each - Price per Face	TYPE IV			
			TYPE VIII			
			TYPE IX			
			TYPE XI			
S87	Yield Sign Face, R1-2, 36"x36" x36"	Each - Price per Face	TYPE IV			
			TYPE VIII			
			TYPE IX			
			TYPE XI			
S88	Yield Sign Face, R1-2, 48"x48"x48"	Each - Price per Face	TYPE IV			
			TYPE VIII			
			TYPE IX			
			TYPE XI			
S89	Highway-Rail Grade Crossing Sign Face W10-1, 36" Dia	Each - Price per Face	TYPE IV			
			TYPE VIII			
			TYPE IX			
			TYPE XI			
S90	Highway-Rail Grade Crossing Sign Face W10-1, 30" Dia	Each - Price per Face	TYPE IV			
			TYPE VIII			
			TYPE IX			
			TYPE XI			
S91	School Advanced Warning Sign Face S1-1, 30" x 30"	Each - Price per Face	TYPE IV			
			TYPE VIII			
			TYPE IX			
			TYPE XI			
			Fluorescent Y-G			
S92	School Advanced Warning Sign Face S1-1, 36" x 36"	Each - Price per Face	TYPE IV			
			TYPE VIII			
			TYPE IX			
			TYPE XI			
			Fluorescent Y-G			
ITEM NO	SIGN FACES ONLY - DESCRIPTION	UNIT	SHEET GRADE (ALDOT)	Unit Price per Sign Face Sq. Ft.		
				QUANTITIES 1-10	QUANTITIES 11-25	QUANTITIES 26+
S93	All regulatory sign faces , MUTCD Chapters 2B & 5B	Price per Face Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			
S94	All warning signs, MUTCD Chapters 2C & 5C	Price per Face Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			
S95	All construction warning signs, MUTCD Chapters 6F & 5G	Price per Face Square Foot	TYPE IV			
			TYPE VIII			
			TYPE IX			

ROAD SIGN BID FORM

VENDOR: _____

Bidder Initials: _____

		Fluorescent					
S96	All school signs, MUTCD Chapter 7B (except S1-1 listed above)	Price per Face Square Foot	TYPE IV				
			TYPE VIII				
			TYPE IX				
			Fluorescent Y-G				
S97	All grade crossing signs, MUTCD Chapter 8B (Except W10-1 listed above)	Price per Face Square Foot	TYPE IV				
			TYPE VIII				
			TYPE IX				
S98	All Guide signs, MUTCD Chapters 2D & 5D	Price per Face Square Foot	TYPE IV				
			TYPE VIII				
			TYPE IX				
S99	County Route Sign (M1-6) Face with County Name and Border; MUTCD Chapter 2D	Price per Square Foot per Sign	TYPE IV				
			TYPE VIII				
			TYPE IX				
S100	County Route Sign (M1-6) Face with County Name, Road Number and Border; MUTCD Chapter 2D (Route signs with different numbers are not included in total for quantity pricing)	Price per Square Foot per Sign	TYPE IV				
			TYPE VIII				
			TYPE IX				
S101	Hazard Board, yellow and black, 48"x24"	Price per Face Square Foot	TYPE IV				
			TYPE VIII				
			TYPE IX				
ITEM NO	Pressure Sensitive Cut Upper/Lower Letters and Numbers	UNIT	SHEET GRADE (ALDOT)	Price per Packet of 25 of same Letter/No.			
				Series B	Series D	Series E(M)	
S102	2 Inch Cut Letters and Numbers	Pack of 25	Black				
S103	3 Inch Cut Letters and Numbers	Pack of 25	Black				
S104	5 Inch Cut Letters and Numbers	Pack of 25	Black				
S105	8 Inch Cut Letters and Numbers	Pack of 25	Black				
S106	2 inch White Reflective Cut Letters and Numbers	Pack of 25	TYPE II				
			TYPE III				
			TYPE IV				
S107	3 Inch White Reflective Cut Letters and Numbers	Pack of 25	TYPE II				
			TYPE III				
			TYPE IV				
S108	4.5 Inch White Reflective Cut Letters and Numbers	Pack of 25	TYPE II				
			TYPE III				
			TYPE IV				
S109	5 Inch White Reflective Cut Letters and Numbers	Pack of 25	TYPE II				
			TYPE III				
			TYPE IV				
			TYPE II				

ROAD SIGN BID FORM

VENDOR: _____

Bidder Initials: _____

S110	6 Inch White Reflective Cut Letters and Numbers	Pack of 25	TYPE III			
			TYPE IV			
S111	8 Inch White Reflective Cut Letters and Numbers	Pack of 25	TYPE II			
			TYPE III			
			TYPE IV			
ITEM NO	TYPE III BARRICADES ASSEMBLY	UNIT	TYPE III PANEL TYPE	Unit Price Per Barricade Assembly		
				QUANTITIES 1-10	QUANTITIES 11-25	QUANTITIES 26+
S112	Type III Barricades, PSST, Complete Assembly*, MUTCD Chapter 6F, 6" stripe w/ Left or Right Slant, PANELS 8 Inches wide x 8 Feet Long	8" - Price per each Complete Barricade Assembly	Plastic			
			3/4" ACX Plywood			
			Aluminum			
S113	Type III Barricades, PSST, Complete Assembly*, MUTCD Chapter 6F, 6" stripe w/ Left or Right Slant, PANELS 10 Inches wide x 8 Feet Long	10" - Price per each Complete Barricade Assembly	Plastic			
			3/4" ACX Plywood			
			Aluminum			
<p>* PSST (perforated square steel tube) barricade assembly that meets or exceeds the following specs and FHWA criteria:</p> <ol style="list-style-type: none"> 1) Plastic Panel: Hollow extruded rigid polyolefin or HD polyethylene. Frangible plastics such as PVC may not be used. 2) 2ea. Horizontal legs: 1.75" PSST, 60" long with stub tube / 2 ea. Vertical supports: 1.5" PSST, 62" tall 3) Frame: Telespar (or equiv) PSST, galvanized, 14 gage, hot rolled high carbon steel 4) Panel Bolts: 3/8" STD strength steel bolts with nuts and lock washers. 1" o.d. washers with wood or plastic panels 5) Type III Barricades Panels shall be Type IV sheeting with alternating Orange and White Stripes 						
ITEM NO	BARREL WRAP	UNIT	Unit price per 72" x 36" sections			
			QUANTITIES 1-10	QUANTITIES 11-20	QUANTITIES 21-30	
S114	72" x 36" Sections with 6" Alternating HIP black/yellow stripes on 040 Gauge Metal	Price Per Each Section w/ metal				
<p>NOTE: Quantity pricing, if applicable, will only apply to individual orders of identical signs, blanks, faces, post etc....</p>						
<p>BID NOTES :</p>						



Baldwin County Commission

Agenda Action Form

File #: 19-0763, **Version:** 1

Item #: B4

Meeting Type: BCC Work Session

Meeting Date: 2/26/2019

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 #WG19-30 - Purchase and Installation of Four (4) Metal Buildings at Various Baldwin County Highway Facility Locations for the Baldwin County Commission

STAFF RECOMMENDATION

Take the following actions:

1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the purchase and installation of four (4) metal buildings at various Baldwin County Highway Facility locations; 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: The Commission approved in the FY18/19 Budget four (4) new buildings for the Baldwin County Highway Department. Two (2) pole barns at the Silverhill Highway Facility and one (1) pole barn and one (1) pump house at the Foley Highway Facility. 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: 03/05/2019

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 #WG19-30 SPECIFICATIONS

All workmen and equipment shall be furnished by the Contractor.

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

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

PREPARATION OF BIDS

Forms furnished, or copies thereof shall be used and strict compliance with requirement of the invitation, these instructions and the general specifications for the project are necessary. Special care should be exercised in the preparation of bids. Bidders must make their own estimates of the structure and difficulties attending the proposed contract, including local conditions uncertainty of weather, quantities and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper blank spaces in the bid and quantity forms shall be suitably filled in.

BIDS FOR ALL OR PART

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

BIDDERS QUALIFICATIONS

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

LAWS AND REGULATIONS

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

POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds must file with each bond a certified and effectively dated copy of their power of attorney.

PERFORMANCE/PAYMENT BOND

A performance bond in one-hundred percent (100%) of the total amount of the project will be provided prior to any work beginning. A Labor and Material Bond at least fifty percent (50%) will be provided prior to any work beginning. Bonds must conform with the American Institute of Architects (AIA) bond forms. Proof of bonding ability for this project must be submitted with

bid. The Contractor must furnish to the County at the time of the signing of the contract a certificate of insurance coverage as provided in the specifications. **NO BID WILL BE ACCEPTED WITHOUT THE CERTIFICATION OF INSURANCE.** Bidder(s) must have Contractor's License issued by the Alabama State Licensing Board for General Contractors under the provision of Title 34, Chapter 8, Code of Alabama. Bidder(s) shall submit a copy of license. **Alabama General Contractors License Number must be listed on the outside of your bid package.**

AWARD

The bid will be awarded to one vendor for all four (4) buildings. All work will be provided by the successful bidder.

CONTRACTORS AND SUBCONTRACTORS AND INSURANCE

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

COMPENSATION INSURANCE

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

CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The Contractor shall procure and shall maintain during the life of this contract a Comprehensive Liability Policy providing bodily injury and property damage coverage on an occurrence basis including damages arising from blasting explosion or collapse, mechanical equipment digging in streets or highways, and including completed operations, independent contractors and contractual general liability with limits not less than \$1,000,000.00, combined single limit, for bodily injury and property damage liability for each occurrence, plus \$500,000.00 personal and advertising injury. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

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

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

The contractor agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability on an occurrence basis and providing property damage liability on an accident basis. This policy shall protect the Contractor against all liability arising out of the use of automobiles, both private, passenger and commercial, regardless of whether such vehicles shall be owned by the Contractor, owned by others or hired. Limits of liability for Comprehensive Automobile Liability Insurance shall be \$1,000,000.00, combined single limit, for bodily injury and property damage each occurrence. The Baldwin County Commission, its departments and its employees shall be named as additional insured.

COUNTY'S PROTECTIVE LIABILITY INSURANCE

The Contractor shall at his expense provide County's protective Liability policies issued in the names of the County and its departments covering their liability for operation of the Contractor. These policies shall provide limits of liability in the amount of \$500,000.00 per occurrence bodily injury and property damage, \$1,000,000.00 aggregate.

INDEMNITY AND HOLD HARMLESS PROVISION

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

SUBCONTRACTOR'S PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE

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

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

TIME OF COMPLETION

Project must be completed within **twelve (12) weeks** after building permits are issued. Unless work is hampered by long periods of inclement weather, or by due proof of material unavailability, the Baldwin County Commission will assess a penalty in the amount of 1/2 of 1% of the total contract for each normal work week beyond the agreed completion date.

GUARANTEE

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

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

CLEANUP

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

FINAL PAYMENT

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

COORDINATION WITH BALDWIN COUNTY COMMISSION

A site visit is recommended prior to pre-bid meeting. The contact person for the Baldwin County Commission will be the Eric Scott, at (251) 348-0135.

SCOPE OF WORK

1.) SPECIFICATIONS FOR AREA 200 METAL STORAGE BUILDING (0209319)

Purchase and Installation of One (1) New 30 ft. x 100 ft. pre-engineered metal storage building Located at 22300 West Boulevard, Silverhill, Alabama, for the Baldwin County Maintenance Department.

Foundation:

Engineered footers foundation plans stamped by an Alabama Licensed Professional Engineer sufficient to obtain any required permits and met any code requirements. Floor will be left as dirt.

Building:

30 ft. x 100 ft. x 16 ft. **minimum opening height from floor throughout**

IBC 2015 158 mph wind certification (or minimum required by the City of Silverhill)

26-gauge Galvalume Plus (or equivalent) exposed fastener roof - 1:12 pitch (single slope) high end on North side

26-gauge standard color exposed fastener wall panels - walls only on (endwalls)

Standard eave trim, building to be installed 6ft from the eave of the existing building

(5) 20 ft. open bays from centerline of posts

Engineered drawings for building (sufficient to obtain any required permits)

LOCATION MAP



2.) SPECIFICATIONS FOR TRAFFIC AND SIGN METAL STORAGE BUILDING (0209519)

Purchase and Installation of One (1) New 40 ft. x 100 ft. pre- engineered metal storage building Located at 22300 West Boulevard, Silverhill, Alabama, for the Baldwin County Maintenance Department.

Foundation:

Engineered footers foundation plans stamped by an Alabama Licensed Professional Engineer sufficient to obtain any required permits. Floor will be left as dirt.

Building:

40 ft. x 100 ft. x 16 ft. **minimum opening height from floor throughout**

IBC 2015 158 mph wind certification (or minimum required by the City of Silverhill)

26-gauge Galvalume Plus (or equivalent) exposed fastener roof - 1:12 pitch (single slope) high end on North side

26-gauge standard color exposed fastener wall panels - walls only on (endwalls)

Standard eave trim

(5) 20 ft. open bays from centerline of posts

Engineered drawings for building (sufficient to obtain any required permits)

LOCATION MAP



SPECIFICATIONS FOR AREA 300 METAL STORAGE BUILDING (0209419)

Purchase and Installation of One (1) New 40 ft. x 70 ft. pre- engineered metal storage building Located at 20764 County Road 24, Foley, Alabama for the Baldwin County Maintenance Department.

Foundation:

Engineered footers foundation plans stamped by an Alabama Licensed Professional Engineer sufficient to obtain any required permits. Floor will be left as dirt.

Building:

40 ft. x 70 ft. x 16 ft. **minimum opening height from floor throughout**

IBC 2015 158 mph wind certification (or minimum required by the Baldwin County Building Department)

26-gauge Galvalume Plus (or equivalent) exposed fastener roof system - 1:12 pitch (single slope) high end on North side

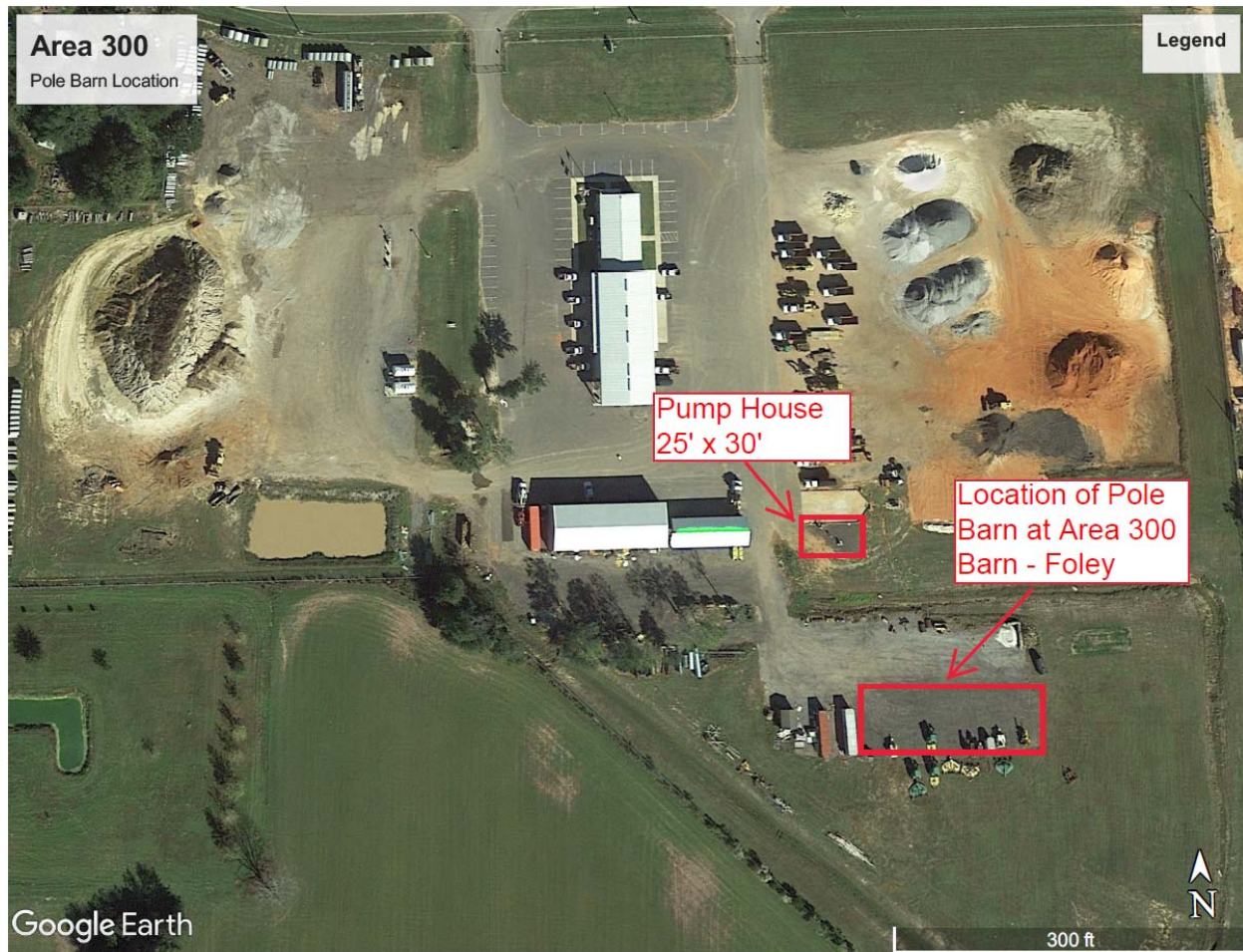
26-gauge standard color exposed fastener wall panels- walls only on (endwalls)

Standard eave trim

(5) 14 ft. open bays from centerline of posts

Engineered drawings for building (sufficient to obtain any required permits)

LOCATION MAP



ADDITIVE A:

SPECIFICATIONS FOR AREA 300 METAL PUMP HOUSE

Purchase and Installation of One (1) New 25 ft. x 30 ft. x 9 ft. pre- engineered metal pump house Located at 20764 County Road 24, Foley, Alabama for the Baldwin County Maintenance Department.

Foundation:

Engineered footers foundation plans stamped by an Alabama Licensed Professional Engineer sufficient to obtain any required permits. Floor will be left as dirt.

Building:

25 ft. x 30 ft. x 9 ft. with 1:12 roof pitch

IBC 2015 158 mph wind certification (or minimum required by the Baldwin County Building Department)

26-gauge Galvalume Plus (or equivalent) exposed fastener roof system - 1:12 pitch

26-gauge standard color exposed fastener wall panels - walls only (Building will be enclosed) and built over an existing water pump (See pictures below of Pump). Standard eave trim

(1) 3070 standard metal door will need to be installed on the north wall, swinging inward

(1) 9 ft. x 7 ft. wind rated roll-up door with chain operator will be installed on west wall
Engineered drawings for building (sufficient to obtain any required permits)

LOCATION MAP



Pictures of Pump/ Location of Pump House



BID #WG19-30 RESPONSE FORM

Storage Building for Sheriff's Department

Date: _____

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

Company Name: _____

Address: _____

Company Rep _____
(Rep. Name Typed or Printed)

Position: _____

Phone: _____

Fax: _____

Email: _____

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

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

Four (4) Metal Buildings

Lump Sum Bid Amount: _____

Completion Time: _____

State of Alabama)

County of Baldwin)

CONTRACT FOR PROFESSIONAL & CONSTRUCTION SERVICES

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

WITNESSETH:

Whereas,

Whereas,

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

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

A. COUNTY: Baldwin County, Alabama

B. COMMISSION: Baldwin County Commission

C. PROVIDER: _____

II. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall

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

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

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

PROVIDER:

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

- XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally-qualified Contractor. The general scope of work for the services shall include all the terms and Conditions of “**Competitive Bid #WG19-30**”, the same being expressly incorporated herein by reference, and without limitation will encompass:

“Competitive Bid #WG19-30 – Purchase and Installation of Four (4) Metal Building at various Baldwin County Highway Facilities for the Baldwin County Commission.”

- A. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
- B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
- C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

XVII. General Responsibilities of the COUNTY.

- A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER’s services hereunder or any defect or nonconformance in the work of PROVIDER.
- B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

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

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

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

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

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

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

XXII. Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and shall terminate upon either the expiration of twelve (12) weeks after the building permits are issued or upon a written notification thereof received by either party within the required ten (10) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

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

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

- XXV. Number of Originals. This Contract shall be executed with three originals, all of which are equally valid as an original.
- XXVI. Governing Law. This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.
- XXVII. Insurance. Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence, and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The worker's compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.

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

COUNTY

ATTEST:

CHARLES F. GRUBER / Date
Chairman

RONALD J. CINK /Date
Budget Director

NOTARY AND SIGNATURE PAGE TO FOLLOW

State of Alabama)

County of Baldwin)

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

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

Notary Public
My Commission Expires

PROVIDER:

Insert Providers Name

_____/_____
By _____/Date
Its _____

State of Alabama)

County of Baldwin)

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

GIVEN under my hand and seal on this the _____ day of _____, 2019.

Notary Public
My Commission Expires



Baldwin County Commission

Agenda Action Form

File #: 19-0757, **Version:** 1

Item #: B5

Meeting Type: BCC Work Session

Meeting Date: 2/26/2019

Item Status: New

From: Wanda Gautney, Purchasing Director/Todd Stewart, Architect/Presiding Circuit Judge Scott Taylor/Circuit Judge Carmen Bosch

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Final Design for the Baldwin County Courthouse Courtroom No. 7 Remodel Located in Bay Minette for the Baldwin County Commission

STAFF RECOMMENDATION

Approve the final design of the Baldwin County Courthouse Courtroom No. 7 Remodel located in Bay Minette and authorize the Purchasing Director and Architect to bid the project.

BACKGROUND INFORMATION

Previous Commission action/date:

11/20/2018 meeting : Approved the fee proposal received for architectural services from Adams Stewart Architects, LLC, for the remodel of Courtroom No. 7 in the Baldwin County Courthouse located in Bay Minette, Alabama in the amount of 9% of the cost estimate plus normal reimbursable expenses, and authorized the Chairman to execute the fee proposal.

Background: The Architect, Todd Stewart with Adams Stewart Architects is presenting to the Commission for approval the final design of the Courtroom No. 7 in the Bay Minette Courthouse. The Architects estimated construction cost is \$150,000.00 for this project. Recommend the Commission approve the final design and authorize the Purchasing Director and Architect, Todd Stewart to bid 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?

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

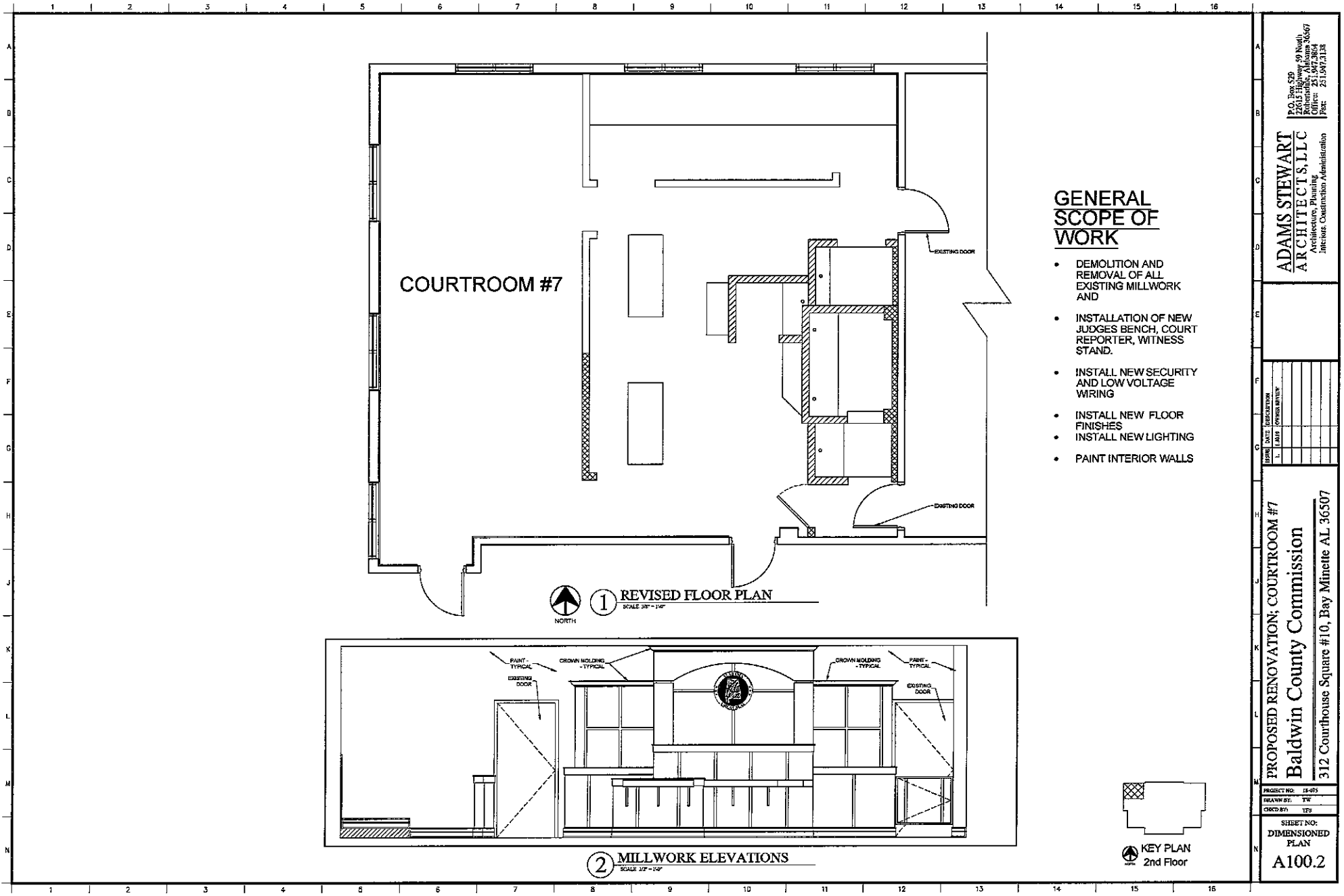
FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 03/05/2019

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 Architect and Advertise Bid

Additional instructions/notes: N/A



**GENERAL
SCOPE OF
WORK**

- DEMOLITION AND REMOVAL OF ALL EXISTING MILLWORK AND
- INSTALLATION OF NEW JUDGES BENCH, COURT REPORTER, WITNESS STAND.
- INSTALL NEW SECURITY AND LOW VOLTAGE WIRING
- INSTALL NEW FLOOR FINISHES
- INSTALL NEW LIGHTING
- PAINT INTERIOR WALLS

100, Poplar, Ste 520
200, 1st Floor, Ste 520
Birmingham, Alabama 35267
Office: 251.947.2864
Fax: 251.947.2128

**ADAMS STEWART
ARCHITECTS, LLC**
Architecture, Planning
Interior, Construction Administration

**PROPOSED RENOVATION; COURTROOM #7
Baldwin County Commission**
312 Courthouse Square #10, Bay Minette AL 36507

PROJECT NO: 18-075
DESIGNED BY: TFE
CHECKED BY: TFE
SHEET NO: DIMENSIONED PLAN
A100.2





Baldwin County Commission

Agenda Action Form

File #: 19-0771, **Version:** 1

Item #: B6

Meeting Type: BCC Work Session

Meeting Date: 2/26/2019

Item Status: New

From: Wanda Gautney, Purchasing Director/Brian Peacock, CIS Director

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Request for Proposals (RFP) for Internet and Telecommunications Services for the Baldwin County Commission

STAFF RECOMMENDATION

Award the Request for Proposals (RFP) for Internet and Telecommunications Services to lowest responsible bidder, Uniti Fiber, LLC, (Southern Light) in the total amount of \$79,780.72 per year and authorize the Chairman to execute the Agreements. (Agreements effective for 36 months and commencing immediately upon the same date as its full execution).

BACKGROUND INFORMATION

Previous Commission action/date:

09/18/2018 meeting: Approved the attached Request for Proposals (RFP) for Internet and Telecommunications Services and authorized the Purchasing Director to advertise the RFP.

Background: During the September 18, 2018 meeting of the Baldwin County Commission, the Commission approved the Request for Proposals (RFPs) for Internet and Telecommunications Services. Three (3) proposals were received. Uniti Fiber, LLC, (Southern Light) response met all the County's requirements set out in the RFP. The cost submitted by Uniti Fiber, LLC, (Southern Light) per year is \$79,780.72 per year to provide all the Counties Internet and Telecommunications Services. The County Attorney, David Conner worked with staff and Uniti Fiber, LLC, (Southern Light) to make sure that the attached Agreements met all the Counties needs as set out in the RFP. RFP Tabulation attached.

FINANCIAL IMPACT

Total cost of recommendation: \$79,780.72 yearly

Budget line item(s) to be used: 51101.5150

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

LEGAL IMPACT

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

Yes

Reviewed/approved by: David Conner, 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: 03/05/2019

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 Vendors

Additional instructions/notes: N/A

Trailing Six Month Sales										Internet Link Station Sales										Data Center Colocation Services										Sales Order Comments		Sales Order Number	

Trucking Cost Analysis: Steps

Category	Sub-Category	Unit	Value
Fuel Costs	Gasoline (per gallon)	\$/gal	3.50
	Diesel (per gallon)	\$/gal	4.00
	Propane (per gallon)	\$/gal	2.50
	AdBlue (per gallon)	\$/gal	1.50
	Winter Fuel (per gallon)	\$/gal	4.50
	Emergency Fuel (per gallon)	\$/gal	5.00
	Off-road Fuel (per gallon)	\$/gal	3.00
	Marine Fuel (per gallon)	\$/gal	3.80
	Aviation Fuel (per gallon)	\$/gal	4.20
	Jet Fuel (per gallon)	\$/gal	4.00
	Other (per gallon)	\$/gal	2.00
Total Fuel Costs			
100.00			

Trucking Cost Analysis: Steps

Category	Sub-Category	Unit	Value
Tolls	Interstate (per mile)	\$/mi	0.15
	State (per mile)	\$/mi	0.05
	Local (per mile)	\$/mi	0.02
	Bridge (per mile)	\$/mi	0.01
	Port (per mile)	\$/mi	0.03
	Customs (per mile)	\$/mi	0.04
	Security (per mile)	\$/mi	0.02
	Insurance (per mile)	\$/mi	0.01
	Port (per mile)	\$/mi	0.01
	Security (per mile)	\$/mi	0.01
	Insurance (per mile)	\$/mi	0.01
Total Tolls			
10.00			

Rate Center Calculation Services

Category	Sub-Category	Unit	Value	
Labor	Driver (per hour)	\$/hr	25.00	
	Truck (per hour)	\$/hr	15.00	
	Trailer (per hour)	\$/hr	10.00	
	Parts (per hour)	\$/hr	5.00	
	Insurance (per hour)	\$/hr	3.00	
	Depreciation (per hour)	\$/hr	2.00	
	Registration (per hour)	\$/hr	1.00	
	License (per hour)	\$/hr	0.50	
	Other (per hour)	\$/hr	0.25	
	Total Labor			
	100.00			

Rate Map Construction

Category	Sub-Category	Unit	Value	
Maintenance	Oil Change (per 500 miles)	\$/500mi	10.00	
	Filter (per 1000 miles)	\$/1000mi	5.00	
	Wash (per 1000 miles)	\$/1000mi	3.00	
	Repair (per 1000 miles)	\$/1000mi	2.00	
	Storage (per 1000 miles)	\$/1000mi	1.00	
	Loss (per 1000 miles)	\$/1000mi	0.50	
	Damage (per 1000 miles)	\$/1000mi	0.25	
	Other (per 1000 miles)	\$/1000mi	0.10	
	Total Maintenance			
	25.00			

Rate Map Construction

Category	Sub-Category	Unit	Value
Data Collection	Gasoline (per gallon)	\$/gal	3.50
	Diesel (per gallon)	\$/gal	4.00
	Propane (per gallon)	\$/gal	2.50
	AdBlue (per gallon)	\$/gal	1.50
	Winter Fuel (per gallon)	\$/gal	4.50
	Emergency Fuel (per gallon)	\$/gal	5.00
	Off-road Fuel (per gallon)	\$/gal	3.00
	Marine Fuel (per gallon)	\$/gal	3.80
	Aviation Fuel (per gallon)	\$/gal	4.20
	Jet Fuel (per gallon)	\$/gal	4.00
	Other (per gallon)	\$/gal	2.00
Total Fuel Costs			
100.00			

Rate Map Construction

Category	Sub-Category	Unit	Value
Data Processing	Interstate (per mile)	\$/mi	0.15
	State (per mile)	\$/mi	0.05
	Local (per mile)	\$/mi	0.02
	Bridge (per mile)	\$/mi	0.01
	Port (per mile)	\$/mi	0.03
	Customs (per mile)	\$/mi	0.04
	Security (per mile)	\$/mi	0.02
	Insurance (per mile)	\$/mi	0.01
	Port (per mile)	\$/mi	0.01
	Security (per mile)	\$/mi	0.01
	Insurance (per mile)	\$/mi	0.01
Total Data Processing			
10.00			

Rate Map Construction

Category	Sub-Category	Unit	Value	
Rate Calculation	Driver (per hour)	\$/hr	25.00	
	Truck (per hour)	\$/hr	15.00	
	Trailer (per hour)	\$/hr	10.00	
	Parts (per hour)	\$/hr	5.00	
	Insurance (per hour)	\$/hr	3.00	
	Depreciation (per hour)	\$/hr	2.00	
	Registration (per hour)	\$/hr	1.00	
	License (per hour)	\$/hr	0.50	
	Other (per hour)	\$/hr	0.25	
	Total Rate Calculation			
	100.00			

Rate Map Construction

Category	Sub-Category	Unit	Value	
Map Generation	Oil Change (per 500 miles)	\$/500mi	10.00	
	Filter (per 1000 miles)	\$/1000mi	5.00	
	Wash (per 1000 miles)	\$/1000mi	3.00	
	Repair (per 1000 miles)	\$/1000mi	2.00	
	Storage (per 1000 miles)	\$/1000mi	1.00	
	Loss (per 1000 miles)	\$/1000mi	0.50	
	Damage (per 1000 miles)	\$/1000mi	0.25	
	Other (per 1000 miles)	\$/1000mi	0.10	
	Total Map Generation			
	25.00			

[illegible]

Tracking Cost Analysis Table										Internet Cost Analysis Table										Data Center Collocation Services										Cable Riser Connectivity																	
Category Combined				Unit Cost				Line Total				Category Combined				Unit Cost				Line Total				Category Combined				Unit Cost				Line Total				Category Combined				Unit Cost				Line Total			
Item	Unit	Qty	Rate	Unit	Qty	Rate	Unit	Qty	Rate	Unit	Qty	Rate	Unit	Qty	Rate	Unit	Qty	Rate	Unit	Qty	Rate	Unit	Qty	Rate	Unit	Qty	Rate	Unit	Qty	Rate	Unit	Qty	Rate	Unit	Qty	Rate											
Track Facility																																															
Track Cables/Connectors	\$11.00	174	\$2,454.00	Unit	174	\$14.00	Unit	174	\$14.00	Unit	174	\$14.00	Unit	174	\$14.00	Unit	174	\$14.00	Unit	174	\$14.00	Unit	174	\$14.00	Unit	174	\$14.00	Unit	174	\$14.00	Unit	174	\$14.00	Unit	174	\$14.00											
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Track Patch Panels</																																															

Respondent	Tracking	Internet	COVID	Fiber	Totals
Cipire	\$34,200.00	\$38,279.52	\$17,725.00	No Bid	\$90,204.52
CenturyLink	\$27,144.12	Incomplete	\$13,740.00	No Bid	Incomplete
Southern Light	\$32,520.72	\$31,600.00	\$13,660.00	\$0.00	\$79,780.72

Cspire Exceptions:	
Dark Fiber:	RFP listed requested segment of Dark Fiber needed. Cspire response marked as Compliant and referenced Map but did not provide pricing

<u>CenturyLink Exceptions:</u>	
Internet:	Did not bid requested bandwidth as specified in the RFP

Dark Fiber:	RFP listed requested segment of Dark Fiber needed. CenturyLink response that pricing could be provide on ICB but not included with RFP response
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Southern Light Exceptions:
None

Based on the needs of Baldwin County to provide Internet and Telecommunication Services from one provider Uniti Fiber, LLC (Southern Light) is the only respondent that has successfully bid on all portions of the RFP.

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Service Order

Offer Date: 2/14/2019		
Description: Voice Service Baldwin County Commission		
Opp. Number: OPP-154988		
Requested By:	Baldwin County Commission 1569280 Charles F. Gruber	(251) 943-5061
Offered By:	Uniti Fiber Scott McMahan	scott.mcmahan@uniti.com (251) 445-1807

Locations		Note: For Ethernet orders, "A" is Remote location and "Z" is Host location
A 1 Location:	Bay Minette-105 West 3 rd Street, 105 W 3 rd Street, Bay Minette, AL 36507	
A 1 CPE Location:	Baldwin County Commission Annex IV	
A 2 Location:	Robertsdale-23100 McAuliffe Drive, 23100 McAuliffe Drive, Robertsdale, AL 36567	
A 2 CPE Location:	Baldwin County EMA	
Z Location:	Uniti Fiber Voice	
Z CPE Location:	Uniti Fiber Voice	

Selection	Service	Term	Monthly Recurring Charge	Non-Recurring Charge
X	Voice	36	\$2,710.00	\$0.00

Remarks
1. Offer represents the SIP trunk services to be provided to Baldwin County Commission at the Main location in Bay Minette and the fail over location in Robertsdale. Services are summarized on page 2 of this Service Order Form.
2. The Long Distance portion of the Voice Services provider are usage based and will vary.

DocuSign will be utilized to route this Service Order form for electronic signature, name, title, date. Please provide separate Implementation Form as soon as possible, via email as electronic or scanned document to orders@uniti.com or via fax to 251-445-0642.
Customer acknowledges that Customer is ordering the Services from Uniti Fiber LLC, and/or its affiliate or subsidiary companies (collectively "Uniti Fiber"), and that local, state, and federal taxes and surcharges may apply. By signing, Customer acknowledges full and complete authority to bind Customer.
Additional charges for any requested demarcation extension will be passed on to Customer. Access or other fees imposed by property owner shall be borne by Customer.
By signing this Service Order, Customer requests the Service ordered hereunder subject to the existing master services agreement or standard terms and conditions signed by the parties; or if none exists, then such Service is subject to the applicable terms and conditions of Uniti Fiber's standard terms and conditions (which may be changed from time to time at Uniti Fiber's discretion), a copy of which is available upon request.
Uniti Fiber's master service agreement, any IP Transit service ordered hereunder shall be subject to the terms of Uniti Fiber's IP Transit Addendum which may be provided to Customer upon request and at Uniti Fiber's discretion may be changed or updated from time to time.
This Service Order becomes binding on Uniti Fiber upon Order Acceptance.

This order fully incorporates the March _____, 2019 Uniti Fiber Standard Terms and Conditions.

Uniti Fiber

Signature: _____

Name (printed): _____

Title: _____

Date: _____

Baldwin County Commission


Signature: _____

Name (printed): _____

Title: _____

Date: _____

Trunking Cost Analysis Table

ALL LOCATIONS	SIP		Line Total			 Southern Light, LLC a UNITI Fiber Company Comment
	Unit Cost	Qty	NRC	MRC	ARC	
Trunk Facility	included		-	-	-	
Trunk/Channels	\$ 15.00	174	\$-	\$2,610	\$31,320	
DIDs/TNs	\$ 0.10	1000	\$-	\$100	\$1,200	
Add-On Boards	n/a		-	-	-	
License	included		-	-	-	No separate fee, inclusive in the Monthly rate for the Trunk Channels
SBC Hardware	n/a		-	-	-	
SBC Licensing	included		-	-	-	No separate fee, inclusive in the Monthly rate for the Trunk Channels
Long Distance Intrastate	\$ 0.02		-	-	-	usage based per minute charge billed in 6 second increments
Long Distance Interstate	\$ 0.02		-	-	-	usage based per minute charge billed in 6 second increments
Long Distance International	country specific		-	-	-	see separate rate card
Long Distance Other	\$ 0.02		-	-	-	usage based per minute charge billed in 6 second increments
Installation	Included		-	-	-	No separate fee, inclusive in the Monthly rate for the Trunk Channels
Totals:			\$-	\$2,710	\$32,520	Total includes known MRC, without the consumable LD items

Notes:

1. This is a summary page for all requested Trunk/Channels and DIDs/TNs regardless of the the number of each divided up amongst all county sites.
2. LD Intrastate and LD Interstate will be the same rate per minute used regardless of which county location the calls originate.
3. LD International is country specific and will be provided on a separate rate card within this response.

MASTER DARK FIBER IRU AGREEMENT

This Master Dark Fiber IRU Agreement (“Agreement”) is entered into by and between Uniti Fiber LLC, a Delaware limited liability company, with a place of business at 107 St. Francis Street, Suite 1800, Mobile, AL, 36602 (“Uniti Fiber”) and the Baldwin County Commission, a political subdivision of the State of Alabama with its principal place of business at Baldwin County Administration Building, County Commission Office, 322 Courthouse Square, Bay Minette, AL, 36507 (“Customer”), (each, a “Party”; collectively, the “Parties”), effective as of March , 2019 (“Effective Date”).

1. **Background.** Uniti Fiber or its subsidiaries and/or affiliates own or have rights to run, maintain and use certain fiber optic cables and equipment (the “Uniti Fiber Network”) over, under, on and through public and private easements and rights-of-way of third parties. The Customer seeks to use part of the Uniti Fiber Network according to the terms and conditions of this Agreement, and Uniti Fiber is willing to grant a right to use a portion of the Uniti Fiber Network in exchange for the payments and monthly fees set forth in this Agreement. “Uniti Fiber” as used in this Agreement refers to the applicable Uniti Fiber entity with authorization to own and operate telecommunications facilities in the state in which the Customer Fibers are located.
2. **IRU of Fibers.** On the terms set forth in this Agreement, Uniti Fiber grants to Customer, and Customer accepts, an indefeasible right of use (“IRU”) in certain dark fibers (“Customer Fibers”) in the quantity and in the length of fiber route miles to be identified in dark fiber order form(s) (“Fiber Order”), which when executed, will become an attachment to this Agreement.
3. **Limitation and Reservation of Rights.** Neither this Agreement nor the grant of the IRU conveys any form or type of title in any real or personal property to the Customer. Uniti Fiber and Customer intend that this Agreement constitute an IRU of the optical fibers and not a sale of the optical fibers or any portion of the Uniti Fiber Network. No use of the Customer Fibers by Customer or payment of any Charges (as defined below) required under this Agreement shall create or vest in Customer any easement or other ownership or property right of any nature.
4. **Permitted Use.**
 - a) Customer may not resell, lease, sublease, sub-divide or exchange the Customer Fibers with any entity without the advance written consent of Uniti Fiber. This provision does not limit Customer’s ability to use the Customer Fibers to provide telecommunications services to its own customers or customer approved users.
 - b) Customer has no greater right to use the Customer Fibers than Uniti Fiber can legally provide. Customer represents and warrants that Customer shall obtain any permit, franchise, or authorization required by the appropriate government entity for its use of the Customers Fibers. Customer further represents and warrants that it shall not use the Customer Fibers in violation of this Agreement, any law, rule, regulation or order of any governmental authority having jurisdiction, or any franchise, license, agreement or certificate relating to the Uniti Fiber Network and will discontinue any such violation immediately upon notice from Uniti Fiber or such other authority having jurisdiction over the use.
5. **Charges.** Customer agrees to pay all fees and charges applicable to the use of the Customer Fibers as set forth in the Fiber Order(s) (“Charges”) attached herein. To the extent shown on the Fiber Order, such Charges may include non-recurring charges (“NRC”) for the IRU of the Customer Fibers, monthly recurring charges (“MRC”) for maintenance of the Customer Fibers, and taxes and fees and other similar charges that arise out of Customer’s use of the Customer Fibers, or are legally required to be collected by Uniti Fiber as a direct result of Uniti Fiber’s IRU of Customer Fibers and other facilities. In no event shall Customer be obligated to pay taxes based upon Uniti Fiber’s net income. Upon the execution of this Agreement, Uniti Fiber may invoice

Customer for all NRCs then payable pursuant to the Fiber Order. Upon “Acceptance” (as defined below) of each fiber segment (“Segment”) (as identified on the applicable Fiber Order), Uniti Fiber may invoice Customer for the first month’s MRC for that Segment. Thereafter, Uniti Fiber shall invoice the Customer monthly, and Customer shall pay all undisputed MRCs, NRCs and other valid Charges (except taxes for which Customer provides an exemption certificate) then due according to the Fiber Order. Any additional facilities ordered by Customer (including, but not limited to, regenerator, amplifier and rack space, collocation facilities) may be provided pursuant to separate written agreements between the parties and shall be billed separately.

6. Custom Builds. If the provision of the Customer Fibers requires Uniti Fiber to construct and install a custom fiber build (“Custom Build”), Customer shall be liable for all Custom Build costs incurred by the Uniti Fiber as agreed to in writing. Notwithstanding any provision of this Agreement to the contrary, Customer may not terminate a SO with a Custom Build if any of the causes or reasons for Uniti Fiber’s failure to deliver by the Target Date are beyond Uniti Fiber’s reasonable control, including, but not limited to: (i) Force Majeure Events; (ii) the process of securing permits; (iii) make ready construction; or (iv) processes controlled by third parties relating to make ready construction such as engineering, surveying, moving lines and cables on poles, securing pole or conduit rights, and obtaining easements, franchises, use of rights of way, or similar permissions, authorizations or rights from unaffiliated third parties.
7. Payment Terms. Customer shall pay invoices within thirty (30) days of the invoice date (“Due Date”). Customer shall send payment to the address specified on the invoice. Uniti Fiber may impose a late payment charge of six percent (6%) per annum (“Interest”) on the undisputed amounts due under any invoice not paid by the Due Date.
8. Invoice Disputes. Customer has the right to dispute paid amounts within one hundred eighty (180) days of the invoice date under which payment was made. Customer also may withhold payment on any amount disputed in good faith prior to the Due Date. In all cases, Customer must pay undisputed amounts, provide a written explanation setting forth the basis for Customer’s dispute and cooperate with Uniti Fiber in the investigation and resolution of Customer’s dispute. If Uniti Fiber determines that an amount was billed in error as a result of the dispute, Uniti Fiber shall (i) credit Customer the disputed amount within the next two billing cycles or (ii) deduct such disputed, unpaid amount from Customer’s outstanding balance if Customer did not previously pay such disputed amount to Uniti Fiber. If Uniti Fiber determines that the disputed amount was properly invoiced to Customer, Customer shall pay the disputed amount together with Interest accrued thereon from the Due Date until paid. Customer’s payment shall be due within ten (10) days of Uniti Fiber’s written notice that the dispute is denied.
9. Term and Renewal.
 - a. Master Agreement Term. This Master Agreement shall be in effect for 3 years from the Effective Date, and shall renew thereafter on a month to month basis for so long as any Fiber Order Term, as defined below, is in effect.
 - b. Fiber Order Term. The order term for a particular Fiber Order will be specified on such Fiber Order, and shall represent the length of time the customer shall have an IRU in the Customer Fibers (“Fiber Order Term”). The Customer shall have the right to use the Customer Fibers beginning on the Completion Date (as defined below or as otherwise set forth in the applicable Fiber Order) of each Segment. At the expiration or termination of any Fiber Order initiated under this Agreement, all rights of Customer to use the Customer Fibers will cease and Uniti Fiber shall retain its ownership of the fibers.
10. Completion Schedule. Customer will provide a requested delivery date of the Customer Fibers (“Due Date”) on the Fiber Order. If a Custom Build is required, both parties shall work together to meet the Due Date, but if Uniti Fiber determines it cannot meet the Due Date, Uniti Fiber will provide to Customer a revised Due Date. If the new Due Date is unacceptable to the Customer, Customer shall have the right to terminate the Fiber Order but shall be responsible for all reasonable Custom Build charges. Completion of the Customer

Fibers shall be deemed to have occurred with regard to a particular Segment (the "Completion Date") when the Customer Fibers of that Segment are in conformance in all material respects with the technical specifications ("Specifications") set forth in Attachment 2 and upon Acceptance by Customer pursuant to Section 15.

11. Installation and Maintenance. Uniti Fiber shall provide the fiber to the points of demarcation ("Demarcation Points") as specified in an accepted Fiber Order. The Demarcation Points, between Uniti Fiber and the Customer, shall be made at the Customer's side of the fiber optic patch panel ("FOPP") or at an existing splice enclosure as detailed by Uniti Fiber, whichever is applicable. Uniti Fiber shall install the Customer Fibers up to Uniti Fiber's side of the Demarcation Point. Uniti Fiber shall perform maintenance and repair services as provided below in this Agreement and Attachment 4. Uniti Fiber shall have no equipment, service or maintenance responsibility with respect to any portion of the Customer's network on the Customer's side of the Demarcation Point. All work in conjunction with accessing Uniti Fiber's fiber including splicing, maintenance, restoration, relocation, locates, testing, is Uniti Fiber's sole responsibility. The Customer shall have no right to access Uniti Fiber's splice enclosures, manholes, hand holes, utility vaults, POPs, facilities, conduits, pole attachments or accoutrements associated with Uniti Fiber's fiber.
12. Removal of the Customer Property. Within thirty (30) days after the termination of a Fiber Order for any reason, the Customer shall remove all of the Customer's property from Uniti Fiber property and cease all use of the Uniti Fiber Network. The Customer shall complete such removal at its own cost and expense in a manner that does not interfere with or damage the Uniti Fiber Network. In the event that the Customer fails to remove its property within such thirty (30) day period, Uniti Fiber may, upon ten (10) days written notice and using reasonable care, remove and store all of the Customer's property at the Customer's expense for a period not to exceed thirty (30) days, at the expiration of which Uniti Fiber may dispose of the unclaimed Customer property without liability to Uniti Fiber. If the Customer's removal of the Customer's property results in damage to the Uniti Fiber Network, Uniti Fiber shall have the right to charge the Customer for any and all costs to restore the Uniti Fiber Network to its original state.
13. Acceptance Test Plan. Following the installation of the Customer Fibers, Uniti Fiber shall conduct acceptance testing ("Acceptance Testing") in accordance with the Acceptance Test Plan ("ATP") included herein as Attachment 3 to verify that the Customer Fibers are installed and operational in accordance with the Specifications. At the conclusion of Acceptance Testing, Uniti Fiber shall deliver the acceptance testing results ("Acceptance Testing Results") to the Customer in accordance with the ATP.
14. Evaluation of Acceptance Testing Results. In the event the Acceptance Testing Results show that any of the Customer Fibers are not installed and operational in accordance with the Specifications, the Customer shall notify Uniti Fiber within five (5) days of receiving the Acceptance Testing Results, that such results are unacceptable and shall specify in reasonable detail the portions of the Customer Fibers that are out of compliance with the Specifications ("Rejection Notice"). If Customer fails to notify Uniti Fiber within five (5) days of receiving the Acceptance Testing Results that such results are unacceptable, the Customer Fibers shall be deemed accepted by Customer ("Deemed Acceptance"). Upon receipt of Rejection Notice from Customer, Uniti Fiber shall promptly take such action as shall be reasonably necessary with respect to such portion of the Customer Fibers to bring the installation and operating standards of such Customer Fibers within the Specifications. After taking corrective action, Uniti Fiber shall notify the Customer of the completion of corrective action and shall provide the Customer with written notice of the date and time of additional Acceptance Testing. The cycle described above of testing, taking corrective action and re-testing shall take place as necessary to ensure that all of the Customer Fibers operate within the parameters of the Specifications. If after two (2) cycles of re-testing the Customer Fibers still do not meet the Specifications, then Customer or Uniti Fiber, in their sole discretion, may terminate the IRU of the affected Customer Fibers with no further liability.
15. Acceptance and Billing. Upon acceptance or Deemed Acceptance by the Customer of the Customer Fibers following the processes in Sections 13 and 14 ("Acceptance"), billing will commence.

16. Customer Delay. In the event there is a delay caused by Customer, and such delay continues for ten (10) days after the estimated Completion Date for the Customer Fibers, Uniti Fiber may commence billing customer for such Customer Fibers that are commercially available on the Completion Date. If Acceptance Testing Results are not acceptable due to Customer's acts or omissions, or defective Customer-provided equipment or configurations, then Uniti Fiber must notify Customer in writing of the specific circumstances it believes to be causing the failure of Acceptance Testing Results, and thereafter, Customer shall have sole responsibility to correct those deficiencies at Customer's expense. In the event Customer's continued failure to correct deficiencies under its control prevents Acceptance or the successful operation of the network, this failure shall be deemed a Customer Default.
17. Documentation. Upon Customer request (no sooner than 90 days after Completion Date), Uniti Fiber shall deliver to the Customer the following documentation (the "Deliverables") regarding the as-built condition of the Customer Fibers:
1. Technical specifications of the optical fiber cable and other equipment used in installing and providing the Customer Fibers.
 2. Documentation of the route and demarcation locations in KML or other agreeable format.
18. Relocation or Fiber Substitution. If Uniti Fiber is forced to relocate or replace all or any portion of the Customer Fibers (or any of the facilities used or required in providing Customer with access to the Customers Fibers) as required by a third party acting pursuant to condemnation, right of way agreements or similar authority or by a governmental entity, or a catastrophic event, Uniti Fiber shall, to the extent practicable, provide Customer one hundred and twenty (120) days' prior notice or such shorter prior notice permitted by the circumstances of any such relocation or replacement and shall proceed with such necessary action. Uniti Fiber shall have the right to direct such necessary action, including the right to determine the extent of, the timing of, and methods to be used for such necessary action.
19. Uniti Fiber Warranties. Uniti Fiber represents and warrants to Customer that (a) it has full corporate authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby; (b) the execution and delivery of this Agreement and the consummation of the transactions contemplated Uniti Fiber in this Agreement have been duly and validly authorized by all necessary corporate action on the part of Uniti Fiber; (c) it has obtained and will maintain all Required Rights; (d) neither the execution nor performance of this Agreement nor the delivery of the Customer Fibers contemplated hereby conflict with or result in a breach or violation of any provision of Uniti Fiber's operating authority or applicable law; (e) as of the date of the execution of this Agreement, there is no action, suit, investigation, claim, arbitration, or litigation pending or, to Uniti Fiber's knowledge, threatened against, affecting, or involving Uniti Fiber or the operation of the Uniti Fiber Network at law or in equity or before any court, arbitrator or governmental authority that is reasonably likely to result in a material adverse effect on Uniti Fiber's ability to perform its obligations under this Agreement and (f) Uniti Fiber is not in default in any material respect of any contract with a third party that is reasonably likely to result in a material adverse effect on Uniti Fiber's ability to perform its obligations under this Agreement.
20. Customer Warranties. Customer represents and warrants to Uniti Fiber that (a) it has full corporate authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby; (b) the execution and delivery of this Agreement and the consummation of the transactions contemplated by Customer in this Agreement have been duly and validly authorized by all necessary corporate action on the part of Customer; (c) it has obtained all necessary licenses, permits and authorizations from governmental authorities and third parties to conduct the activities authorized and contemplated under this Agreement; (d) as of the date of the execution of this Agreement, there is no action, suit, investigation, claim, arbitration, or litigation pending or, to Customer's knowledge, threatened against, affecting, or involving Customer at law or in equity or before any court, arbitrator or governmental authority that is reasonably likely to result in a material adverse effect on Customer's ability to perform its obligations under this Agreement and (f) it is not and execution and performance of this Agreement will not cause it to be in default in any material respect of

any contract with a third party that is reasonably likely to result in a material adverse effect on Customer's ability to perform its obligations under this Agreement.

21. Disclaimer of Further Warranties. THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
22. Taxes and Fees. Each party shall be responsible for property taxes imposed on each respective party's personal property. Upon request, Customer will provide Uniti Fiber a certificate and/or statement that the IRU in the Customer Fibers has been granted for the purpose of resale of services to third parties. Each Party shall use commercially reasonable efforts, such as sharing applicable information, to cooperatively minimize taxes imposed on either Party as a result of this transaction or the ownership or use of the Customer Fibers.
23. Tax Status. Notwithstanding anything to the contrary herein, Uniti Fiber and its subsidiaries and affiliates shall be permitted to take such actions under, or with respect to, this Agreement as they reasonably determine necessary or appropriate to preserve the status of Uniti Fiber's parent, Uniti Group Inc., as a "real estate investment trust" within the meaning of Section 856 of the Internal Revenue Code of 1986, as amended; *provided*, that no such action shall adversely affect Customer's or any of its affiliates in any material respect. The parties agree to execute such further instrument as may reasonably be required by Uniti Fiber in order to give effect to the forgoing provisions.
- Additionally, the parties (a) intend and agree that, for U.S. federal income tax purposes, any IRU of Customer Fibers pursuant to this Agreement constitutes an IRU involving tangible property and (b) agree to use commercially reasonable efforts to determine, at the time any such IRU is entered into, whether such IRU is a "section 467 rental agreement" within the meaning of Treasury Regulations Section 1.467-1(c)(1) and, if such IRU is determined to be a "section 467 rental agreement", to cooperate in good faith to comply with the requirements of Section 467 of the Internal Revenue Code of 1984, as amended, and the Treasury Regulations thereunder applicable to such IRU.
24. Required Rights. Uniti Fiber agrees to use commercially reasonable efforts to keep in place all Required Rights (as defined below) and other rights, licenses, permits and authorizations as required to maintain the Customer Fibers during the Term of this Agreement. "Required Rights" means any and all rights, licenses, authorizations, rights of way, and other agreements necessary for the use of fibers or other physical plant facilities, as well as any other such rights, licenses, authorizations (including any necessary municipal, state, tribal or federal authorizations such as environmental permits), rights of way and other agreements necessary for the installation, use of and access to the Uniti Fiber Network and Customer Fibers. "Uniti Fiber" as used in this Agreement refers to the applicable Uniti Fiber entity with authorization to own and operate telecommunications facilities in the state in which the Customer Fibers are located.
25. Expiration of Required Rights. In the event that one or more Required Rights expires during the Term and cannot be maintained upon commercially reasonable terms due to no fault of Uniti Fiber, then the right of use granted hereunder shall terminate with respect to the affected portion of the Customer Fibers, and the MRCs and other applicable charges shall be reduced in proportion to the reduction in the total number of fiber miles constituting the Customer Fibers. If Uniti Fiber or the Customer determines that the expiration of the Required Rights results in the loss of all or part of the fibers defined in the Fiber Order, either party may terminate the remainder of the affected Fiber Order without liability to either party. Uniti Fiber and the Customer shall promptly thereafter execute an appropriate amendment to this Agreement to document such termination of rights and adjustment in the MRCs and other applicable charges.
26. Access to Fibers. Subject to the availability of adequate and sufficient space and subject to the limitations and restrictions of any Required Rights, Uniti Fiber shall provide the Customer with access to the Customer Fibers only at those designated splice points listed in the Fiber Order. The Customer shall have no limitations

on the types of electronics, optronics or technologies employed to utilize the Customer Fibers, subject to mutually agreeable safety procedures and so long as such electronics, optronics or technologies do not interfere with the use of or present a risk of damage to any portion of the Uniti Fiber Network. Customer must coordinate in advance all maintenance and repair activities with Uniti Fiber related to fiber provided by Uniti Fiber or facilities associated with the Customer-provided fiber.

27. Limitation of Usage. Customer may use the Customer Fibers only for lawful telecommunications purposes between the A-Location and Z-Location as indicated on the Fiber Order.

28. Indemnification.

a). Uniti Fiber shall indemnify and hold harmless Customer, its Commissioners, employees, officers, directors, contractors, subcontractors, agents, parent, affiliates (and the employees, officers, and directors of its affiliates) and subsidiaries from and against:

- i. Any injury, loss or damage to any person (including death), and any damage to property (including claims by any party, person or entity that is not a signatory to this Agreement and any party, person, or entity that is not a successor or permitted assignee of the signatories hereto ("Third Party")) of infringement of patent or trade secret) or facilities of any person or entity, including reasonable attorneys' fees and costs, to the extent arising out of or resulting from the negligent acts or omissions or intentional misconduct of Uniti Fiber, its officers, employees, servants, affiliates, agents, or invitees arising out of or in connection with this Agreement; and
- ii. Any claims, liabilities or damages, including reasonable attorneys' fees and costs, arising out of any violation by Uniti Fiber of any regulation, rule, statute or court order of any local, state or federal governmental agency, court or body in connection with the performance of its obligations under this Agreement.

29. Indemnification Procedures. Indemnatee shall give prompt notice of any claim for which indemnification is or will be sought and shall assist Indemnitor in the defense of the claim. Indemnitor shall have the right to control the defense and select the counsel after consulting with Indemnatee. Indemnitor shall bear the sole cost of defense, except Indemnatee may, at its sole cost and expense, through counsel of its own choosing participate in the defense and settlement of such claim. Indemnatee shall not contribute to or be subject to any liability or obligation for a settlement agreement entered by Indemnitor unless Indemnatee has approved such settlement in writing, which approval shall not be unreasonably withheld or delayed. This indemnification provisions in Sections 28 and 29 shall survive any termination or expiration of this Agreement.

30. Insurance. Each Party shall, at its own expense, secure and maintain in force throughout the term of this Agreement, General Liability Insurance with competent qualified issuing insurance companies, including the following coverages: Blanket Contractual Liability (covering the liability assumed in this Agreement); Personal Injury (including death); and Broad Form Property Damage in policy or policies of insurance such that the total available limits to all insured will not be less than \$2,000,000 Combined Single Limit for each occurrence and \$4,000,000 aggregated for each annual period. Such insurance may be provided in policy or policies, primary and excess, including so-called umbrella or catastrophe forms. Each party shall obtain from the insurance companies providing the coverages required by this Agreement a waiver of all rights of subrogation or recovery in favor of the other party and, as applicable, its members, managers, shareholders, affiliates, assignees, officers, directors, and employees. Each Party shall also carry such insurance as will protect it from all claims under any workers compensation laws in effect that may be applicable to it. Nothing in this Agreement shall be construed to prevent Uniti Fiber or Customer from satisfying its insurance obligations pursuant to this Agreement under a blanket policy or policies of insurance that meet or exceed the requirements of this Section.

31. Consequential Damages Exclusion. WITH THE EXCEPTION OF THE PARTIES' INDEMNIFICATION OBLIGATIONS AND BREACH OF REQUIREMENTS WITH RESPECT TO CONFIDENTIAL INFORMATION, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY

INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY CLAIM FROM ANY CUSTOMER OR END USER FOR LOSS OF USE OF THE UNITI FIBER NETWORK) ARISING UNDER THIS AGREEMENT OR FROM ANY BREACH OR PARTIAL BREACH OF THE PROVISIONS OF THIS AGREEMENT OR ARISING OUT OF ANY ACT OR OMISSION OF EITHER PARTY, ITS EMPLOYEES, SERVANTS, CONTRACTORS AND/OR AGENTS.

32. Assignment. The Customer shall have the right to assign this Agreement, in whole or in part, to any parent, subsidiary or affiliate of Customer which shall control, be under the control of or be under common control with Customer upon thirty (30) days' advance written notice to Uniti Fiber. The proposed Customer assignee must sign an agreement specifically assuming all obligations pursuant to this Agreement. Customer shall not assign or otherwise transfer this Agreement, in whole or in part, to any other party without the prior written consent of Uniti Fiber, which shall not be unreasonably withheld. Uniti Fiber may assign this Agreement, in whole or in part, to any other party upon ~~thirty (30)~~ sixty(60) days ("Termination Window") written notice to Customer. In the event Uniti Fiber elects to assign this Agreement, in whole or in part, to any other party, ~~and Customer has a reasonable objection to such assignment~~, Customer shall have the right to terminate this Agreement by giving written notice to Uniti Fiber within the Termination Window; provided, however, that if Uniti Fiber does not receive written notice of termination within the Termination Window, such assignment will be deemed accepted. Subject to the provisions of this Agreement, this Agreement, and each of the Parties' respective rights and obligations under this Agreement, shall be binding upon and shall inure to the benefit of the Parties and each of their respective permitted successors and assigns.
33. Force Majeure. Neither Party shall be liable for any delay, failure of performance or equipment, damage, or any consequence caused by, or due to acts of God, fire, flood, explosion, or other catastrophes; acts, delays, or omissions of third parties unrelated to either Party hereof, any law, order, regulation, action or request of the United States Government, or of any other government, including state and local governments, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; acts of terrorism, or any other cause beyond its reasonable control. Any requirement for performance contained in this Agreement shall be extended until such force majeure event can be resolved.
34. Confidentiality. The Customer and Uniti Fiber hereby agree that if either Party (the "Disclosing Party") provides (or prior to the execution of this Agreement, has provided) confidential or proprietary information ("Proprietary Information") to the other Party (the "Receiving Party"), such Proprietary Information shall be held in confidence, and the Receiving Party shall afford such Proprietary Information the same care and protection as it affords generally to its own confidential and proprietary information (which in any case shall be not less than reasonable care) to avoid disclosure to or unauthorized use by any third party. Notwithstanding any terms or provisions of this Agreement or any Attachments to the contrary, the Parties acknowledge and agree that the Customer is a governmental entity and shall be entitled to disclose any information deemed necessary to comply with all applicable laws, rules or regulations.
35. Customer Default. In the event Customer breaches any material term or obligation of this Agreement, Customer shall be in default under this Agreement. Uniti Fiber shall give Customer written notice of such breach, and the Customer shall have thirty (30) days after receipt of such notice to cure the breach (except in the case where the Customer's breach causes interference with or an interruption of the Uniti Fiber Network, in which case the cure period shall be twenty-four (24) hours, or Customers' failure to pay an undisputed amount when due, in which case the cure period shall be ten (10) days) after receipt of such notice. If, however, such breach cannot reasonably be cured within the thirty (30) day period, the time of curing such breach shall be extended for a period of time as may be necessary to complete such cure as agreed to by the parties. Upon the failure by the Customer to timely cure any such breach, Uniti Fiber may take action as it may reasonably determine to be necessary to cure the breach at the Customer's cost and expense or to terminate one or more Fiber Orders or this Agreement upon written notice to the Customer.

36. Default by Uniti Fiber. In the event Uniti Fiber breaches any material term or obligation of this Agreement, Uniti Fiber shall be in default under this Agreement. Customer shall give Uniti Fiber written notice of such breach and Uniti Fiber shall have thirty (30) days after receipt of such notice to cure the breach. If, however, such breach cannot reasonably be cured within the thirty (30) day period, and Uniti Fiber proceeds promptly to cure the breach and diligently and continuously prosecute such cure, the time for curing such breach shall be extended for a period of time as may be agreed to by the parties. Upon the failure by Uniti Fiber to timely cure any such breach after notice thereof from the Customer, the Customer may terminate the Fiber Order for the affected Customer Fibers upon written notice to Uniti Fiber without further liability for any Charges beyond the date of termination.
37. Publicity; Advertising Materials; Logos. Neither Party shall publish or use any advertising, sales promotions, or other publicity materials that use the other Party's logo, trademarks, or service marks without the prior written approval of the other Party. Uniti Fiber agrees not to issue any such publicity materials, press releases, or public statements without the prior written approval of the Customer.
38. Notices. Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed as follows:

If to Uniti:

Uniti Fiber LLC
ATTN: Legal Department
107 St. Francis Street, Suite 1800
Mobile AL, 36602

If to the Customer:

Baldwin County Commission
ATTN: Legal Department
312 Courthouse Square,
Suite 12
Bay Minette, Alabama 36507

With a copy to: N/A

or at such other address as may be designated in writing to the other Party.

39. Method of Delivery. Unless otherwise provided herein, notices shall be sent by certified U.S. mail, return receipt requested, or by commercial overnight delivery, and shall be deemed delivered: if sent by U.S. Mail, five (5) days after deposit; or, if sent by commercial overnight delivery Network, one (1) business day after deposit.
40. Governing Law. This Agreement shall be interpreted and construed in accordance with the internal laws of the State of Alabama without giving effect to its principles of conflicts of laws.
41. Compliance with Law. Each party shall perform its respective rights and obligations hereunder in accordance with the Authorizations obtained by it and all applicable laws, rules and regulations imposed by any governmental authority.

42. Severability. In the event any term of this Agreement shall be held invalid, illegal or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement shall in any way be affected thereby.
43. Amendments. This Agreement may be amended only by a written instrument executed by the Party against whom enforcement of the modification is sought.
44. No Imputed Waiver. No failure to exercise and no delay in exercising, on the part of either Party, any right, power or privilege set forth in this Agreement shall operate as a waiver of such right, power or privilege, except as expressly provided herein.
45. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.
46. Relationship of Parties. Nothing contained herein shall be construed to constitute the parties as partners with or agents for one another for any purpose, action, or transaction, including those related to the performance of the Agreement. Nothing herein shall be construed to constitute the parties as joint employers.
47. Entire Agreement. This Agreement, and any exhibits or attachments attached or to be attached to this Agreement, constitute the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersede any and all prior negotiations, understandings and agreements between the Parties, whether oral or written.
48. Order of Precedence. In the event of conflict among the documents comprising this Agreement, the order of priority shall be (i) any Fiber Order; (ii) then any Attachment; (iii) then the body of the Master Dark Fiber IRU Agreement.

IN WITNESS WHEREOF, the following signatures of the Parties by their duly authorized agents.

UNITI FIBER LLC

By: _____

Name: _____

Title: _____

Date: _____

BALDWIN COUNTY COMMISSION

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT 1

Fiber Order Form (to be attached)

Dark Fiber Segments



#	# Fibers	Fiber Mile.	A Loc	Street Address	City	Z Loc	Street Address	City
1	4	13.392	BCC Annex IV	105 W Third Street	Bay Minette	BC BDE Admin	2600 Hand Avenue	Bay Minette
2	4	52.08	BCC Annex IV	105 W Third Street	Bay Minette	Perdido Water Tower	52901 Hwy 31	Perdido
3	2	40.75	BCC Annex IV	105 W Third Street	Bay Minette	Spanish Fort City Hall	7361 Spanish Fort Boulevard	Spanish Fort
4	2	12.054	Spanish Fort City Hall	7361 Spanish Fort Boulevard	Spanish Fort	Daphne City Hall	1705 Main Street	Daphne
5	2	13.712	Daphne City Hall	1705 Main Street	Daphne	Fairhope Courthouse	101 Courthouse Drive	Fairhope
6	2	66.516	BCC Annex IV	103 W Third Street	Bay Minette	Fairhope Courthouse	101 Courthouse Drive	Fairhope
7	4	51.1	BCC EMA Facility	23100 McAuliffe Drive	Robertsdale	Foley Courthouse	201 E Section Avenue	Foley
8	4	58.46	Foley Courthouse	201 E Section Avenue	Foley	Lillian MM Point	Hwy 93 @ Hillcrest Road	Lillian
9	2	22.074	Foley Courthouse	201 E Section Avenue	Foley	Gulf Shores City Hall	1905 W 1st Street	Gulf Shores
10	2	18.978	Gulf Shores City Hall	1905 W 1st Street	Gulf Shores	Orange Beach Admin Office	4099 Orange Beach Boulevard	Orange Beach
11	2	41.052	Foley Courthouse	201 E Section Avenue	Foley	Orange Beach Admin Office	4099 Orange Beach Boulevard	Orange Beach
12	4	4.0000	BCC Central Annex	22251 Palmer Street	Robertsdale	BCC Central Annex II	22070 AL-59	Robertsdale
13	4	22.272	BCC Annex IV	105 W Third Street	Bay Minette	BCC George Miller Road	George Miller Road @ Hwy 287	Bay Minette

ATTACHMENT 2

Fiber Specifications [Terrestrial Only]

SPECIFICATIONS

The following are specifications on fiber installed by Uniti Fiber, and are target specifications in all other instances, subject to applicable specifications in any applicable underlying IRU agreement.

The fiber optic cable shall generally be single-armored unless otherwise designated by Uniti Fiber in its sole discretion.

Fiber Optic Cable with Single Mode Fiber (SMF-28e or Equivalent)

- ♦ Attenuation at 1310 nm ≤ 0.40 dB/km
- ♦ Attenuation at 1550 nm ≤ 0.30 dB/km

Splice Loss

- ♦ Splice Loss at 1310 nm ≤ 0.20 dB Single Fiber Bi-Directional Average using OTDR
- ♦ Splice Loss at 1550 nm ≤ 0.20 dB Single Fiber Bi-Directional Average using OTDR

*Spans Longer than 60 Km require only 1550 Bi-Directional OTDR test

Connector Loss

- ♦ Connector Loss at 1310 nm ≤ 0.75 dB/Mated Pair SC/UPC
- ♦ Connector Loss at 1550 nm ≤ 0.50 dB/Mated Pair SC/UPC

Calculating Fiber Span Loss

The “system route” maximum allowable loss per kilometer shall be calculated by the following equation:

$$\frac{A \text{ km} * a \text{ dB/km} + B \text{ km} * b \text{ dB/km} + \dots + Z \text{ km} * z \text{ dB/km}}{A \text{ km} + B \text{ km} + \dots + Z \text{ km}} + (\text{num of conn} * 0.5\text{dB}) + (0.3 \text{ dB} * \text{num of splices})$$

Where *A, B, ..., Z* equals fiber type distance and *a, b, ..., z* equals maximum allowable loss per kilometer by fiber type.

Calculating Fiber Splice Loss

The “Splice Loss” maximum allowable loss per splice shall be calculated by the following equation:

$$\frac{AZ \text{ Splice Loss} + ZA \text{ Splice Loss}}{2}$$

Where *AZ* equals the OTDR splice loss in the A to Z direction and where *ZA* equals the OTDR splice loss in the opposite direction.

ATTACHMENT 3

Acceptance Test Plan

3.1 FIBER OPTIC OTDR NAMING CONVENTION

OTDR results will be named using the standard Uniti Fiber OTDR naming convention:

- ALOC 9 to 11 digits from OSP Insight “Uniti Fiber Site ID” or “Splice Point” name
- ZLOC 9 to 11 digits from OSP Insight “Uniti Fiber Site ID” or “Splice Point” name
- Frequency 1 digit signifying OTDR frequency (3 = 1310 or 5 = 1550)
- Fiber Number 3 digit number of fiber

Example: PAWPA322HZ1PAWPA605PE15007ALOC: PAWPA322HZ1

ZLOC: PAWPA605PE1

OTDR Frequency: 5 (1550)

Fiber Number: 007

Results shall be recorded and delivered as part of the Acceptance Testing Results.

3.2 FIBER OPTIC TESTS

All splicing and testing shall be performed with commercially available and industry-accepted equipment.

Uniti Fiber shall perform the following tests:

End-to-End Optical Power Tests

Total optical attenuation of the span from demarcation to demarcation shall be measured using a light source and power meter at both 1310 nm and 1550 nm wavelengths. These tests shall be conducted twice per fiber per wavelength; once with the power source at location “A” and the power meter at location “Z” for each wavelength and a second time with the power source at location “Z” and the power meter at location “A” for each wavelength.

End-to-End OTDR Tests

Each span shall be measured bi-directionally at 1310nm and 1550nm wavelengths with an Optical Time Domain Reflectometer (OTDR) capable of adequate long range and high resolution testing. These tests shall be conducted twice per fiber per wavelength; once with the OTDR at location “A” and then with the OTDR at location “Z”. Adequate launch fiber shall be used to insure the entire span is captured and readable on the OTDR trace. Both beginning and ending demarcation connectors must be visible in the trace.

Individual Splice Tests

All splices shall be tested to insure compliance with Attachment 2. Splice testing shall be accomplished bi-directionally at 1310nm and 1550nm wavelengths using an Optical Time Domain Reflectometer (OTDR) capable of adequate long range and high resolution testing. These tests shall be conducted twice per wavelength from either side of the splice. Adequate launch fiber shall be used when measuring splices close to the OTDR launch end of the fiber.

The maximum allowable individual splice loss is 0.20 dB bi-directionally averaged. In an attempt to achieve this goal, a fiber may be re-spliced up to 3 times after the initial splicing attempt. If after three additional attempts the splice still exceeds 0.20 dB, the higher individual splice loss will be acceptable if the average bi-directional splice loss of all splices across the entire tested span is .20 dB or less.

3.3 TEST RESULT FORMATS

- OTDR Results will be provided to the Customer in PDF format. Results in SOR format is available on request.

ATTACHMENT 4

Maintenance Procedures

During any time after the Acceptance of any Segment, Uniti Fiber shall provide Proactive Maintenance and Unscheduled or Emergency Maintenance.

Proactive Route Maintenance. Routine maintenance described in this section (“Proactive Route Maintenance”) shall be performed by or under the direction of Uniti Fiber. Proactive Route Maintenance shall include the following activities:

- a). Patrol of both Uniti Fiber’s underground conduit system and Uniti Fiber’s aerial fiber routes on a regularly scheduled basis;
- b). Maintenance of a “Call-Before-You-Dig” program and all required and related cable locates;
- c). Maintenance of sign posts and route markers along Uniti Fiber’s right-of-way with the number of the local “Call-Before-You-Dig” organization and the number for Uniti Fiber’s Network Operations Center (“NOC”).

Non-Routine and Unscheduled Route Maintenance. Non-routine and unscheduled route maintenance and repair which is not defined as Proactive Route Maintenance shall be performed by or under the direction of Uniti Fiber. Customer shall be responsible for Customer’s Proportionate Share of the costs incurred by Uniti Fiber related to any Non-Routine and Unscheduled Route Maintenance. Non-Routine and Unscheduled Route Maintenance related to the Customer Fibers shall consist of:

- a). “Emergency Unscheduled Maintenance” in response to an alarm identification by Uniti Fiber’s Network Operations Center, notification by any third party of any failure, interruption or impairment in the operation of Uniti Fiber’s System, or any event imminently likely to cause the failure, interruption or impairment in the operation of Uniti Fiber’s System.
- b). “Non-Emergency Unscheduled Maintenance” in response to any potentially service-affecting situation to prevent any failure, interruption or impairment in the operation of Uniti Fiber’s System.

Network Operations Center. Uniti Fiber shall operate and maintain a Network Operations Center (“NOC”) staffed twenty-four (24) hours a day, seven (7) days a week by trained and qualified personnel. Uniti Fiber’s employees or representatives shall be available for dispatch twenty-four (24) hours a day, seven (7) days a week. Uniti Fiber will take commercially reasonable steps to have its first maintenance employee or company representative at the site requiring Emergency Unscheduled Maintenance activity within two (2) hours after the time Uniti Fiber becomes aware of an event requiring Emergency Unscheduled Maintenance, unless delayed by circumstances beyond the reasonable control of Uniti Fiber. Uniti Fiber shall maintain a toll-free telephone number to contact personnel at the Network Operations Center. Uniti Fiber’s NOC personnel shall dispatch maintenance and repair personnel along the system to handle and repair problems detected on Uniti Fiber’s network, (i) through the Customer’s surveillance equipment and upon receipt of OTDR traces provided by the Customer to Uniti Fiber’s NOC detailing the location of the damage to the cable or (ii) upon notification by a third party of damage to the cable.

Cooperation and Coordination. Customers shall utilize an operations escalation list, as updated from time to time, to report and seek immediate initial redress of exceptions noted in the performance of Uniti Fiber in meeting maintenance service objectives.

- a). In performing any services hereunder, Uniti Fiber shall take workmanlike care to prevent impairment to the continuity and performance of Uniti Fiber’s System. The precautions to be taken by Uniti Fiber shall include notifications to the Customer. In addition, Uniti Fiber shall reasonably cooperate with the Customer in sharing information and analyzing the disturbances regarding the cable and/or fibers. In the event that any Scheduled or Unscheduled Maintenance hereunder requires a traffic roll or reconfiguration involving cable

or fibers, then the Customer shall, at Uniti Fiber's reasonable request, make such personnel available as may be necessary to accomplish such maintenance, which personnel shall coordinate and cooperate with Uniti Fiber in performing such maintenance as required of Uniti Fiber hereunder.

- b). Uniti Fiber shall notify Customer at least seven (7) days prior to the date in connection with any Scheduled Maintenance, and as soon as possible after becoming aware of the need for Unscheduled Maintenance. Customer shall have the right to be present during the performance of any Scheduled Maintenance so long as this requirement does not interfere with Uniti Fiber's ability to perform its obligations under this Agreement, nor delay the completion of the Scheduled or Unscheduled Maintenance. If Scheduled Maintenance is canceled or delayed for whatever reason as previously notified, Uniti Fiber shall notify Customer at Uniti Fiber's earliest opportunity, and will comply with the provisions of the previous sentence to reschedule any delayed activity.
- c). Customer shall provide to Uniti Fiber's Network Operations Center ("NOC") with a current list, and provide an updated list as necessary, of Customer's personnel to receive notices of Scheduled Maintenance and Unscheduled Maintenance.

Cable/Fibers. Uniti Fiber shall perform appropriate Scheduled Maintenance on its fiber optic system in accordance with Uniti Fiber's then current maintenance procedures, which shall not substantially deviate from standard industry practice.

- a). Uniti Fiber shall maintain sufficient capability to communicate with the Customer during an Emergency Unscheduled Maintenance in order to provide regular communications during the repair process. When correcting or repairing Cable discontinuity or damage, including but not limited to in the event of Emergency Unscheduled Maintenance, Uniti Fiber shall use reasonable efforts to repair traffic-affecting discontinuity within eight (8) hours after Uniti Fiber first became aware of the problem. In order to accomplish such objective, it is acknowledged that the repairs so affected may be temporary in nature. In such event, and if not already permanently repaired and within twenty-four (24) hours after completion of any such Emergency Unscheduled Maintenance, Uniti Fiber shall commence its planning for permanent repair, and thereafter promptly shall notify Customer of such plans, and shall implement such permanent repair within an appropriate time thereafter. Restoration of open fibers on fiber strands not immediately required for service shall be completed on a mutually agreed-upon schedule. If the fiber is required for immediate service, the repair shall be scheduled for the next available Planned Service Work Period.
- b). Uniti Fiber shall maintain and supply an inventory of spare Cable in storage facilities supplied and maintained by Uniti Fiber or its Vendors at strategic locations to facilitate timely restoration.

Planned Maintenance Events. Scheduled Maintenance that is reasonably expected to produce any signal discontinuity must be coordinated between the parties. Generally, this work should be scheduled after midnight and before 6:00 a.m. local time.

Restoration. Uniti Fiber shall respond to any interruption of service or a failure of the Customer Fibers to operate in accordance with the specifications set forth in Attachment 2 of the Agreement (in any event, an "Outage") as quickly as possible in accordance with the procedures set forth herein.

- a). When restoring a cut Cable in Uniti Fiber's System, the parties agree to work together to restore all traffic as quickly as possible. Uniti Fiber, promptly upon arriving on the site of the cut, shall determine the course of action to be taken to restore the Cable and shall begin restoration efforts.
- b). Uniti Fiber shall maintain commercially reasonable systems of personnel and processes so that most maintenance is treated within (2) hours time-to-site, and eight (8) hours time-to-repair for service affecting outages.

Subcontracting. Uniti Fiber may subcontract any of the maintenance services hereunder; provided that Uniti Fiber shall require the subcontractor(s) to perform in accordance with the requirement and procedures set forth herein. The use of any such subcontractor shall not relieve Uniti Fiber of any of its obligations hereunder.

UNITI FIBER LLC

SERVICES AGREEMENT - STANDARD TERMS AND CONDITIONS

This Services Agreement (this "Agreement") is by and between Uniti Fiber LLC, a Delaware limited liability company ("Uniti Fiber"), and **Baldwin County Commission**, a/n political subdivision of the State of Alabama ("Customer"), and is effective as of the date signed by Uniti Fiber below ("Effective Date").

1. Attachments and Service Orders: Customer and Uniti Fiber may execute a written order for a particular service (a "Service Order") using such Service Order form as provided by Uniti Fiber at the time of the order. A Service Order shall be deemed incorporated herein at the time Uniti Fiber provides Order Acceptance. The Service Order(s) and other attachments attached hereto and incorporated by reference detail the price, location, FOC date and other information about the service(s) to be provided by Uniti Fiber or its affiliates to Customer ("Services"), and are incorporated herein by reference. Customers may be required to forms relevant to e911, directory listing, and letter of authorization forms if ordering voice-related Services. All Services are offered subject to availability, and Uniti Fiber has the right not to accept any Service Order submitted by Customer. A Service Order may only be submitted to orders@uniti.com and shall be deemed accepted only after Order Acceptance by Uniti Fiber. If Uniti Fiber elects not to accept a Service Order submitted by Customer, Uniti Fiber shall use reasonable efforts to notify Customer of such rejection. "Order Acceptance" shall mean execution of the applicable Service Order(s) by a representative who has proper signatory authority and written notification (email is acceptable) sent to the other party that the Service Order has been reviewed and accepted.

2. Authorized Use: Customer may use the Services only for purposes which are (a) lawful, (b) do not violate Uniti Fiber's AUP and (c) in compliance with the terms of this Agreement and any applicable attachments related to the specific Service. Internet Service provided by Uniti Fiber is intended for Customer's use only and may not be resold by Customer. Uniti Fiber offers all Services subject to availability; provided, however, if Customer has received notice that a Service Order has been accepted by Uniti Fiber, Uniti Fiber will provide Services for the term of such Service Order, subject to the terms of this Agreement and the Service Order. Uniti Fiber has the right to limit the manner in which any portion of its network and facilities ("Network") is used to protect the technical integrity of the Network. Any Service provided to Customer that includes bandwidth service is subject to Uniti Fiber's Acceptable Use Policy (AUP), which is incorporated herein by reference and is located at <http://unitifiber.com/uploads/images/legal/Acceptable-Use-Policy-12-19-16.pdf>. By its signature below, Customer acknowledges receipt of the Acceptable Use Policy and any updates to such policy made by Uniti Fiber.

3. Cancellation, Modification, Delay or Expedition of Orders: Charges referenced hereunder are subject to modification from time to time by Uniti Fiber.

(a) Customer may request to cancel any Service Order(s) if the request is received in writing by Uniti Fiber prior to the Service Date (as defined in Section 7 below). Upon receipt of such request, Uniti Fiber shall use reasonable efforts to cancel the Service Order as promptly as possible. Each such request shall result in a cancellation charge to be invoiced to Customer equal to the costs incurred by Uniti Fiber through the date the applicable Service is cancelled, not to exceed fifty percent (50%) of the total monthly charges that would have been due during the Service Term (as defined in the Service Order). Once cancelled, a new Service Order must be submitted and accepted by Uniti Fiber if Customer wishes to order the Service.

(b) Customer may request the modification (including delay of Service) of any Service Order(s). Such requests must

be made in writing at least three (3) business days before the date that Uniti Fiber is committing to deliver the Service (the "FOC date") and such requests are subject to acceptance by Uniti Fiber. Each such modification accepted by Uniti Fiber shall result in the assessment by Uniti Fiber of a Service Order modification charge of \$250 (the "Modification Charge"). However, in the case of a requested delay, the first requested delay will be allowed by Uniti Fiber at no charge. Requests for delay may not exceed thirty (30) days cumulative. Any subsequent requests for delay, if allowed by Uniti Fiber, will result in a Modification Charge. If Uniti Fiber receives a written modification request for delay of installation less than three (3) business days prior to the FOC date Customer must pay, in addition to the Modification Charge, all recurring charges for the shorter of one billing month or the period from the original due date to the requested installation date.

(c) Customer may request Uniti Fiber to expedite the initial anticipated delivery date of any Service. Such requests must be made in writing and are subject to acceptance by Uniti Fiber. Each such request to expedite accepted by Uniti Fiber shall result in the assessment by Uniti Fiber of a Service Order expedite charge equal to Uniti Fiber's standard rates at the time of the request to expedite (the "Expedite Charge"). The Modification Charge shall be waived in those cases where the Expedite Charge is solely applicable.

(d) In addition to any charges imposed under clauses (a), (b) or (c) above, Uniti Fiber reserves the right to assess Customer any third-party charges incurred by Uniti Fiber to fulfill any request to cancel, modify, or expedite the Service Order(s).

4. Equipment, Installation and Interconnection: Other than the facilities, termination equipment, software and other devices or equipment provided by Customer or its end users in connection with the receipt and use of the Services ("Customer Property"), and unless otherwise provided elsewhere in this Agreement or any attachments hereto, Uniti Fiber will pay for, provide, install, maintain, operate, control and own any equipment, cable or facilities connected to the Network ("System Equipment"), which equipment at all times remains Uniti Fiber's personal property, regardless of where located or attached. Uniti Fiber may change, replace or remove the System Equipment, regardless of where located, so long as the basic technical parameters of the Service are not altered, and this Agreement constitutes Customer's consent to such change, replacement or removal. Customer may not rearrange or move or disconnect the System Equipment, and is responsible for any damage to or loss of System Equipment caused by Customer's actions or omissions or that of its end users. Uniti Fiber has no obligation to install, maintain or repair any Customer Property. If any Customer Property is incompatible with Service(s) provided by Uniti Fiber, Customer is responsible for any special interface equipment, software or facilities necessary to ensure compatibility and Uniti Fiber shall not be required to deliver such Service(s) unless and until such additional Customer Property is installed and properly functioning. If, in responding to a service call from Customer, Uniti Fiber reasonably determines that the cause of such service call is a failure, malfunction or inadequacy of Customer Property, including any installed for purposes of compatibility, Customer will pay Uniti Fiber for such service call at Uniti Fiber's then prevailing rates.

5. Special Construction Charge: During the term of this Agreement as set forth in Section 14, Customer may request Uniti Fiber to construct a network path to meet Customer's specific needs with respect to the provision of Services. In the event Uniti Fiber elects to accept such request, Customer shall pay Uniti Fiber a "Special Construction Charge" as agreed upon by the parties in writing prior to the commencement of said construction. The parties understand and acknowledge that payment of the Special Construction Charge in no way shall grant to Customer any ownership of said network path being constructed, including any fiber therein, the System Equipment,

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Uniti Fiber's other equipment or materials, or any portion of the Uniti Fiber Network whatsoever, all of which shall remain the sole and separate property of Uniti Fiber.

6. Access: Uniti Fiber requires a Customer point of contact that can be reached 24x7. Uniti Fiber may require access to Customer's or its end user's premises to install and maintain the Service and System Equipment necessary for the provision of Service. Customer must provide, or cause its end users to provide, at no cost to Uniti Fiber, reasonable access, space, power and environmental conditioning as applicable to the particular installation, and must use, and cause its end users to use, commercially reasonable efforts to obtain any necessary consents or rights of way from third parties for such purposes. The failure of Customer to obtain such consents or rights shall excuse Uniti Fiber's delay in performing the Services until such consent or right is obtained.

7. Commencement of Service: Uniti Fiber will promptly notify Customer on the date that Uniti Fiber has completed its obligations for the commencement of Service and such Service is available for Customer's use (the "Service Date"). Unless Customer notifies Uniti Fiber in writing within 24 hours of the Service Date that Service is not operational as a result of Uniti Fiber's failure to deliver the Service, the term of the Service Order will begin on the Service Date and billing will commence. If Customer so notifies Uniti Fiber, Uniti Fiber will use reasonable efforts to inspect the purported issue and correct any compliance issues. If Uniti Fiber does not identify a compliance issue with the Service, Uniti Fiber will notify Customer, and the Service Date will remain unchanged. If Uniti Fiber does identify a compliance issue, the Service Date for such Service will be deemed to be the date upon which Uniti Fiber corrects such issue.

8. Charges, Billing and Payment: Acceptance of a Service Order submitted by Customer and the provision of Service is subject to Uniti Fiber's approval of Customer's credit standing. Uniti Fiber may require a deposit prior to the provision of Service or at any time as a condition to the continued provision of Service, if Uniti Fiber reasonably believes Customer's credit standing or payment record so requires such additional security for payment. Billing for Service begins on the Service Date and will not be delayed due to Customer Property not being ready or Customer's readiness to accept or use the Service. Uniti Fiber bills in advance for Service, except for usage-based charges for voice-related services. Any installation charges or other non-recurring charges, which are non-refundable, should appear on the first monthly invoice but may be delayed. All amounts billed are due by the next billing date. Any payment or portion thereof not made when due is subject to a late charge of 6% per annum on the unpaid amount or, if lesser, the maximum rate permitted under applicable state law. Notwithstanding anything to the contrary herein, in the event of the nonpayment by Customer of an invoice for any Service(s) or equipment for a period exceeding sixty (60) days after the invoice due date, Uniti Fiber may, in its sole and absolute discretion, suspend providing Services to Customer (whether under this Agreement or other contract between Customer and Uniti Fiber), retrieve any Uniti Fiber equipment and pursue all legal remedies available to Uniti Fiber for such breach. Upon notice to Customer, Uniti Fiber may change rates ("New Rate(s)") offered pursuant to special arrangement or individual case basis pricing if the provision of service at the original rate(s) becomes economically infeasible. If Customer does not accept the applicable Service(s) at the New Rate(s), Customer may terminate such Service(s) without Termination Liability by submitting a termination request in writing to Uniti Fiber within sixty (60) days of receiving notice from Uniti Fiber of the New Rate(s). Billing for a terminated Service will stop thirty (30) days from the date the disconnect request is acknowledged by Uniti Fiber unless a specific date of greater than thirty (30) days is requested.

9. Claims and Disputes: If Customer reasonably disputes any charges billed hereunder, Customer must submit a documented claim regarding the disputed amount within 60 days of receipt of the bill on which the disputed charges appear. All claims regarding disputed charges not submitted to Uniti Fiber within such time are deemed waived and such charges accepted. Withheld disputed amounts determined in favor of Uniti Fiber will bear interest at the lesser of 6% per annum or the maximum rate allowed by applicable state law from the date payment was due to the date payment was made.

10. Service Level Guarantee and Credits: Uniti Fiber will issue credit allowances for service outages as set forth below following Customer's written request, which credit will appear on the next invoice following processing. A service outage begins when Customer reports the outage to the appropriate Uniti Fiber number(s) to open a trouble ticket, and ends when the affected circuit is fully operational, as evidenced by the closing of the trouble ticket. No credits will be given for outages that are (a) caused by Customer or an end user; (b) due to failure of power or Customer Property; (c) during any period in which Uniti Fiber is not given access to the Service premises; (d) part of a planned outage for maintenance; or (e) due to a Force Majeure Event (as defined in Section 19). Services provisioned entirely on Uniti Fiber's Network will be credited at 1/1440 of the monthly recurring charges per 30-minute outage up to and including a 24-hour period, or if an outage is greater than 24 consecutive hours, at 1/144 of the monthly recurring charges per 3-hour outage. If 3 or more trouble tickets have been opened for a particular Service in a 30-day period for outages totaling an aggregate of 6 hours of outage in that 30-day period, and the cause of each outage is determined to be in Uniti Fiber's Network or System Equipment and is not due to a Force Majeure Event, such Service will be deemed a chronic trouble Service, and Customer may terminate the Service without incurring a Termination Liability.

11. Governmental Authorization, Regulatory Changes: Each party must comply with all applicable federal, state and local laws, rules, regulations and orders in performing its obligations hereunder. To the extent any provision of this Agreement conflicts with any such applicable law, rule or regulation, such law, rule or regulation will supersede the conflicting provision, however, all other provisions will be enforced to the extent permitted by law and in accordance with the commercial intent of the parties. Uniti Fiber may discontinue, limit or impose additional requirements to the provision of Service, upon 15 days written notice, as required to meet governmental regulatory requirements or when such requirements have a material adverse impact on the economic feasibility of Uniti Fiber providing Service, as determined in Uniti Fiber's reasonable business judgment.

12. Limitation of Liability: Uniti Fiber is not liable for any indirect, incidental, consequential, special or punitive damages (including without limitation, lost profits or revenue) arising out of or related to the provision of Services hereunder or its indemnification obligations hereunder, including any claims made by or through third parties, or for any claim by Customer made more than one year after the occurrence of the event for which a claim is made. Uniti Fiber's liability to Customer shall in no event exceed one month's calculation of monthly recurring charges for the applicable Services. Uniti Fiber has no liability or obligation to Customer or its end users whatsoever for the content of information passing through its Network.

13. Term: Subject to Section 15 and Section 16 below, this Agreement is effective for a period of three (3) years and commences upon the Effective Date. Thereafter, this Agreement remains in effect solely with respect to any then-current Service Order until the expiration or earlier termination of such Service Order(s). The term for which Customer is purchasing Services

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("Service Order Term") shall be set forth on the applicable Service Order. Uniti Fiber and Customer may negotiate a renewal term at least thirty (30) days prior to the expiration of the initial Service Order Term. If the parties do not agree in writing to a renewal of the Service Order Term prior to its expiration, then Service(s) shall continue on a month-to-month basis at a rate not to exceed 100% of the prior rate until either of the parties terminates the Service(s) upon thirty (30) days' written notice. Upon termination of this Agreement, all rights of Customer to order new Services cease and Uniti Fiber has no further obligations to furnish Services to Customer.

14. Termination by Uniti Fiber:

(a) Uniti Fiber may terminate this Agreement or any Service Order hereunder or suspend Services, with thirty (30) days prior written notice, upon: (i) Customer's failure to pay any amounts as provided herein; (ii) Customer's breach of any provision of this Agreement or any law, rule or regulation governing the Services; (iii) any insolvency, bankruptcy, assignment for the benefit of creditors, appointment of trustee or receiver or similar event with respect to Customer or its affiliates; (iv) any governmental prohibition or required alteration of the Services or if Uniti Fiber is unable to reasonably maintain any necessary Underlying Rights. "Underlying Rights" shall mean any right to use a service, facility or asset used by Uniti Fiber to deliver Service(s) to the Customer; including but not limited to pole attachments, franchise agreements, colocation agreements and dark fiber agreements.

(b) Uniti Fiber may terminate or suspend Services without notice if: (i) necessary to protect Uniti Fiber's Network; (ii) Uniti Fiber has reasonable evidence of Customer's fraudulent or illegal use of Services; or (iii) required by regulatory or other governmental authority.

(c) Any termination pursuant to this Section 15 shall not relieve Customer of any liability incurred prior to such termination or for payment of unaffected Services. All terms and conditions of this Agreement shall continue to apply to any Service or applicable Service Order not so terminated, regardless of the termination of this Agreement. If the Service provided under any Service Order hereunder has been terminated by Uniti Fiber in accordance with this Section 15 part (a)(i), (a)(ii), (a)(iii) or (b)(ii) and/or any other breach of this Agreement by Customer, and Customer wants to restore such Service, Customer first must pay all past due charges, any applicable non-recurring charge(s) and/or reconnection charge and a deposit equal to 2 months' recurring charges. All requests for termination will be processed by Uniti Fiber in 30 days or less. Customer must pay for Services until such termination occurs.

15. Termination Liability: If Uniti Fiber terminates this Agreement or any Service Order(s) hereunder pursuant to Section 15 above, or if Customer terminates this Agreement or any Service Order(s) hereunder for any reason (other than Uniti Fiber's material breach of this Agreement that remains uncured after written notice and a reasonable cure period of at least thirty (30) days or termination as permitted by Section 19), Customer must pay immediately to Uniti Fiber all monthly recurring charges associated with the terminated Service(s) through the date of termination for the balance of the Service Order Term(s) in such Service Order(s) and any outstanding non-recurring or other charges permitted hereunder ("Termination Liability").

16. Assignment: Customer may not assign or otherwise transfer this Agreement, any Service Order or any rights and/or obligations contained therein (including pursuant to a merger or change of control of Customer) without the prior written consent of Uniti Fiber, not to be unreasonably conditioned, withheld or delayed.

17. Entire Agreement: This Agreement, together with the Service Order(s), the Acceptable Use Policy, any attachments and all applicable tariffs incorporated herein by this reference, sets forth the entire agreement of the parties with respect to the subject matter hereof, and supersedes any prior agreements, promises, representations, understandings and negotiations between the parties with respect thereto. In the event of a conflict, the applicable Service Order shall prevail over this Agreement and any applicable tariff shall prevail over both. Any modifications, amendments, supplements to or waivers of this Agreement must be in writing and executed by authorized representatives of both parties.

18. Force Majeure: Uniti Fiber is not liable to Customer or any third party for any failure of performance if such failure is due to any cause or causes beyond its reasonable control (a "Force Majeure Event"), including without limitation, acts of God, fire, explosion, vandalism, acts of terrorism, cable cut, adverse weather conditions, governmental action or inaction, labor difficulties and supplier failures. Invocation of this clause shall not relieve Customer of its obligation to pay for any Services provided to Customer. In the event such Force Majeure Event continues for 45 days, Customer may terminate the affected portion of the Services upon no less than thirty (30) days prior written notice.

19. Governing Law: This Agreement is governed by and subject to the laws of the State of Alabama, excluding its principles of conflicts of law.

20. Headings: The headings herein are for convenience only and are not intended to have any substantive significance in interpreting this Agreement.

21. Relationship of Parties: The parties are independent contractors, and nothing herein creates or implies an agency relationship or a joint venture or partnership between the parties.

22. Litigation: If either party commences litigation under this Agreement, the prevailing party is entitled to reimbursement of its costs and attorneys' fees from the other party.

23. Non-Exclusivity: This Agreement is non-exclusive. Nothing herein prevents either party from entering into similar arrangements with other entities.

24. Notices: Whenever written notice is required to be provided by this Agreement, Uniti Fiber must provide such notice to Customer's billing address, and Customer must provide such notice to Uniti Fiber at 107 St. Francis Street, Suite 1800, Mobile, AL 36602, Attn: Chief Financial Officer. A notice is deemed given when delivered at such designated address.

25. No Waiver: Either party's failure to enforce any provision or term of this Agreement shall not be construed as a future or continuing waiver of such provision or term of this Agreement.

26. Use of Name: Customer may not use Uniti Fiber's name, logo or service mark in marketing services to end users.

27. Representations and Warranties: Each party represents and warrants that it is fully authorized to enter into this Agreement and any Service Order hereunder. Uniti Fiber represents and warrants to Customer that any Services provided hereunder will be performed in a professional manner by qualified and trained personnel. UNLESS SPECIFICALLY STATED HEREIN OR IN ANY SERVICE ORDER, UNITI FIBER MAKES NO OTHER WARRANTIES, REPRESENTATIONS OR AGREEMENTS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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28. Severability: If any provision hereunder is declared or held invalid, illegal or unenforceable, this Agreement will be revised only to the extent necessary to make such provision(s) legal and enforceable, or if impossible, the unaffected portions of this Agreement shall remain in full force and effect so long as the Agreement remains consistent with the parties' original intent.

29. Survival: The terms and conditions of this Agreement will survive the expiration or other termination of this Agreement to the fullest extent necessary for their enforcement and for the realization of the benefit thereof by the party in whose favor they operate.

UNITI FIBER LLC

Signature: _____

Name (printed): Robert Leithman

Title: Senior Vice President

Date: _____

BALDWIN COUNTY COMMISSION

Signature: _____

Name (printed): _____

Title: _____

Date: _____



Service Order

Offer Date:	2/17/2019	
Description:	100, 150, 200, 250, 300, 500 Mbps and 1 Gbps Internet to the Baldwin County EMA - Robertsdale	
Opp. Number:	OPP-148349	
Requested By:	Baldwin County Commission 1569280 Charles Gruber	(251) 943-5061
Offered By:	Uniti Fiber Scott McMahan	scott.mcmahan@uniti.com (251)445-1807

Locations <i>Note: For Ethernet orders, "A" is Remote location and "Z" is Host location</i>	
A Location:	Robertsdale-23100 McAuliffe Drive, 23100 McAuliffe Drive, Robertsdale, AL, 36567
A CPE Location:	Baldwin County EMA-Robertsdale
Z Location:	Uniti Fiber Internet, 201 Saint Joseph Street, Mobile, AL, 36602
Z CPE Location:	Uniti Fiber Internet

Selection	Service	Term	Monthly Recurring Charge	Non-Recurring Charge
X	1 Gbps Internet	36	\$2,120.00	\$0.00

Remarks
1. Offer assumes the use of a static IP address. More IPv4 space can be made available for a fee. 2. Bandwidth can be upgraded within term with no additional installation charges.

DocuSign will be utilized to route this Service Order form for electronic signature, name, title, date. Please provide separate Implementation Form as soon as possible, via email as electronic or scanned document to orders@uniti.com or via fax to 251-445-0642.
Customer acknowledges that Customer is ordering the Services from Uniti Fiber LLC, and/or its affiliate or subsidiary companies (collectively "Uniti Fiber"), and that local, state, and federal taxes and surcharges may apply. By signing, Customer acknowledges full and complete authority to bind Customer.
Additional charges for any requested demarcation extension will be passed on to Customer. Access or other fees imposed by property owner shall be borne by Customer.
By signing this Service Order, Customer requests the Service ordered hereunder subject to the existing master services agreement or standard terms and conditions signed by the parties; or if none exists, then such Service is subject to the applicable terms and conditions of Uniti Fiber's standard terms and conditions (which may be changed from time to time at Uniti Fiber's discretion), a copy of which is available upon request.
Uniti Fiber's master service agreement, any IP Transit service ordered hereunder shall be subject to the terms of Uniti Fiber's IP Transit Addendum which may be provided to Customer upon request and at Uniti Fiber's discretion may be changed or updated from time to time.
This Service Order becomes binding on Uniti Fiber upon Order Acceptance.

This order fully incorporates the <u>March</u> , 2019 Uniti Fiber Standard Terms and Conditions.
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Uniti Fiber

Signature: _____

Name (printed): _____

Title: _____

Date: _____

Baldwin County Commission

Signature: _____

Name (printed): _____

Title: _____

Date: _____



Service Order

Offer Date:	11/26/2018	
Description:	100, 150, 200, 250, 300, 500 Mbps and 1 Gbps Internet to the Bay Minette County Commission Annex IV	
Opp. Number:	OPP-148285	
Requested By:	Baldwin County Commission 1569280 Charles F. Gruber	(251) 943-5061
Offered By:	Uniti Fiber Scott McMahan	scott.mcmahan@uniti.com (251)445-1807

Locations <i>Note: For Ethernet orders, "A" is Remote location and "Z" is Host location</i>	
A Location:	Bay Minette-105 West 3rd Street, 105 West 3rd Street, Bay Minette, AL, 36507
A CPE Location:	Baldwin County Commission Annex IV
Z Location:	Uniti Fiber Internet, 201 Saint Joseph Street, Mobile, AL, 36602
Z CPE Location:	Uniti Fiber Internet

Selection	Service	Term	Monthly Recurring Charge	Non-Recurring Charge
X	1 Gbps Internet	36	\$2,120.00	\$0.00

Remarks
1. Offer assumes the use of a static IP address. More IPv4 space can be made available for a fee. 2. Bandwidth can be upgraded within term with no additional installation charges.

DocuSign will be utilized to route this Service Order form for electronic signature, name, title, date. Please provide separate Implementation Form as soon as possible, via email as electronic or scanned document to orders@uniti.com or via fax to 251-445-0642.
Customer acknowledges that Customer is ordering the Services from Uniti Fiber LLC, and/or its affiliate or subsidiary companies (collectively "Uniti Fiber"), and that local, state, and federal taxes and surcharges may apply. By signing, Customer acknowledges full and complete authority to bind Customer.
Additional charges for any requested demarcation extension will be passed on to Customer. Access or other fees imposed by property owner shall be borne by Customer.
By signing this Service Order, Customer requests the Service ordered hereunder subject to the existing master services agreement or standard terms and conditions signed by the parties; or if none exists, then such Service is subject to the applicable terms and conditions of Uniti Fiber's standard terms and conditions (which may be changed from time to time at Uniti Fiber's discretion), a copy of which is available upon request.
Uniti Fiber's master service agreement, any IP Transit service ordered hereunder shall be subject to the terms of Uniti Fiber's IP Transit Addendum which may be provided to Customer upon request and at Uniti Fiber's discretion may be changed or updated from time to time.
This Service Order becomes binding on Uniti Fiber upon Order Acceptance.

This order fully incorporates March , 2019 Uniti Fiber Standard Terms and Conditions.

Uniti Fiber

Signature: _____

Name (printed): _____

Title: _____

Date: _____

Baldwin County Commission

Signature: _____

Name (printed): _____

Title: _____

Date: _____

COLOCATION LICENSE AGREEMENT

This Colocation License Agreement ("Agreement") is made and entered into as of the last date executed below between UNITI FIBER, LLC, an Alabama limited liability company, ("PROVIDER"), having its principal place of business at 107 St. Francis Street, Suite 1800, Mobile, Alabama 36602, and Baldwin County Commission, ("CUSTOMER"), having its principal place of business at Baldwin County Administration Building, County Commission Office, 322 Courthouse Square, Bay Minette, AL, 36507.

All Colocation facilities are pending Uniti Fiber's Engineering approval based upon the information provided to Uniti Fiber by Customer in the Colocation Service Inquiry Form. Any approved facilities shall be presented to Customer as a Colocation Schedule pursuant to Section 1.A. below.

1. LICENSE:

- A. Uniti Fiber hereby grants CUSTOMER a license to occupy certain designated space (the "Space") within the Uniti Fiber Colocation Facility located at **650 Clinic Drive, Suite 2700, Mobile AL 36688** (the "Facility"). Separate "Colocation Schedules" may be attached hereto in the future for each separate site where Colocation will be established. All Colocation Schedules, upon their execution by both Parties, shall be incorporated herein and shall become a part hereof. By executing a Colocation Schedule, Customer accepts the Space on an "AS-IS, WHERE IS" basis. Customer may only use the Space to install, maintain, monitor, operate, replace, repair and remove certain of its data processing and telecommunications equipment (the "Equipment") as specified on the Colocation Schedule.
- B. Unless agreed otherwise or unless Uniti Fiber elects to provide a separate space, Uniti Fiber shall provide all Colocation space in a joint use Colocation area. This space is an area where Uniti Fiber customers share Colocation space and Uniti Fiber shall have no obligation to separately cage or in any other way separate Customer's equipment from space or equipment of other parties.
- C. Customer acknowledges that it has been granted only a license to occupy the Space and that it has no real property interests therein. Customer shall not utilize the Facility for any unlawful purposes, nor shall it assign, mortgage, sublease, encumber or otherwise transfer any Space or license granted hereunder. Any attempt by Customer to encumber the Space or permit the use or occupancy by anyone other than Customer shall be void.
- D. Customer acknowledges its receipt of and acceptance of Uniti Fibers' Joint House Rules policy attached hereto.

2. TERM AND TERMINATION:

- A. The term of a license shall be for 36 months and shall commence on the first day the Space is made available by Uniti Fiber (the “Commencement Date”), but shall be immediately terminable by Uniti Fiber upon the termination, expiration or cancellation for any reason of (i) any underlying agreement between Uniti Fiber and any other party involving Uniti Fiber’s continued use of the Facility, or (ii) this Agreement. Following the expiration of the license term as set forth in the Colocation Schedule for a Space, Customer’s license shall automatically renew on a month to month basis in accordance with the same terms and conditions specified herein, unless terminated by either Customer or Uniti Fiber upon sixty (60) days prior written notice.
- B. Uniti Fiber shall not be liable to Customer in any way as a result of Uniti Fiber’s failure (for any reason) to tender possession of the Space to Customer on or before the commencement date. Any delay in tendering possession of the Space to Customer for any reason other than the acts or omissions of Customer shall relieve Customer of its obligation to pay the monthly recurring charges (MRC) set forth herein until possession of the Space is delivered to Customer.
- C. Upon termination of agreement, Customer will, at Customer’s sole cost, promptly remove any of its equipment used exclusively in connection with performance from Uniti Fiber’s facilities, and restore equipment space to its original condition, reasonable wear and tear expected. Because removal of installed cabling may cause damage to other cables or fiber, Customer agrees to relinquish its cabling to Uniti Fiber in lieu of removal. Upon termination all cabling will automatically be conveyed to Uniti Fiber. If Customer does not remove its equipment within ninety (90) days of the Agreement termination date, Uniti Fiber, at its sole option, may assume such fact as conclusive evidence of intent by Customer to abandon such equipment, and will entitle Uniti Fiber to remove the equipment without notice to Customer or liability to Uniti Fiber. Such equipment when removed will belong to Uniti Fiber as partial compensation for the cost of removal and disposition of the equipment.

3. CHARGES, FEES, and TAXES:

- A. MRCs shall be payable in advance and without notice or demand and without abatement, deduction, counterclaim or setoff commencing on the first day the Space is made available by Uniti Fiber and on the first day of each calendar month thereafter. Installation and non-recurring charges are due when invoiced. MRCs shall be prorated for partial months. The MRCs may be increased from time to time during the term of the license by reason of (i) any increases payable by Uniti Fiber to its landlord(s) under the lease for the Facility or Rights of Way in which the Space is located; (ii) any increases incurred by Uniti Fiber in any of the services to the Facility procured by Uniti Fiber directly from the provider

thereof; and (iii) any increases in real property taxes assessed against the Facility which Uniti Fiber is liable to pay. Customer's share of any such increases shall be pro-rated based on the number of linear feet in the Space as a percentage of the total number of linear feet in the Facility.

- B. Payments of fees for Services shall be made within thirty (30) days following the invoice date ("Due Date"). Past due payment shall accrue interest at the rate of a rate of 6% per annum. Customer will be responsible for all expenses (including reasonable attorney's fees) incurred by Uniti Fiber in collecting past due amounts.
- D. Upon disputing any charges, Customer shall (i) pay all undisputed charges by the Due Date; (ii) present by the Due Date a written statement of amounts disputed in good faith in reasonable detail with supporting documentation; and, (iii) negotiate in good faith to resolve and bonafide dispute within sixty (60) days. (b) Disputed charges resolved in favor of Uniti Fiber, with a Late Fee, will be due and payable on the following month's billing cycle. Disputed charges resolved in favor of Customer will be credited to Customer and no late fees shall apply.
- E. The parties agree that, during the term of this Colocation License Agreement, or any extension thereof, Uniti Fiber shall have the right to increase the monthly rent charged to Customer in an amount sufficient to cover any increase in utility expense on a pro-rata basis, upon five (5) business days notice.

4. DEFAULT

- A. Default" shall occur if (a) Customer fails to make payment as required under this Agreement and such failure remains uncorrected for three (3) business days after written notice from Uniti Fiber; or (b) Customer fails to perform or observe any material term or obligation contained in this Agreement, and any such failure remains uncorrected for thirty (30) days after written notice from Uniti Fiber.
- B. In the event of Customer default for any reason, Uniti Fiber may (i) suspend Services to Customer, (ii) terminate this agreement, and/or (iii) remove the equipment upon thirty (30) days written notice to Customer or liability to Uniti Fiber and issue an invoice to customer for the cost of removal and storage.
- C. If this agreement is terminated because of a customer default, customer shall be obligated to pay all remaining MRC and non-recurring charges (NRC) amounts owed to Uniti Fiber under this agreement through the date of termination.

5. MAKE-READY:

If applicable, Customer shall pay Uniti Fiber the amount set forth in each Colocation Schedule for the cost of engineering or improvements to the Space required to be made by Uniti Fiber in order to accommodate Customer's Colocation into the Space (the "Make-Ready Fee"). The Make-Ready Fee shall be payable to Uniti Fiber upon Customer's execution of the Colocation Schedule for the Space. Title to such improvements shall remain vested in Uniti Fiber.

6. MAINTENANCE:

- A. Uniti Fiber shall be responsible for maintenance of the Facility and the Space. Customer shall not make any physical alterations, changes, additions or improvements to either the Facility or the Space without Uniti Fiber's prior written consent.
- B. Customer's Maintenance responsibilities include, but are not limited to, the following:
 - i. Customer shall notify Uniti Fiber of the type of equipment it plans to install as well as the Number of Racks required, Floor Loading, Power Requirement, and Heat Release.
 - ii. Customer shall arrange for the transit delivery of all Equipment to the Space at its sole cost and expense.
 - iii. Customer shall provide Uniti Fiber with reasonable prior notice (not less than two (2) business days) of the actual delivery date of the Equipment.
 - iv. Customer shall not cause harm to the Space or the Facility of Uniti Fiber, or third parties.
 - v. Customer shall not interfere in any way with Uniti Fiber's use or operation of the Facility or with the use or operation of any third party facilities.
 - vi. Customer shall not physically conflict or electrically interfere with the facilities of Uniti Fiber or third parties.
 - vii. Customer shall be in full compliance with Data Center Colocation industry standards, NEC and OSHA requirements, and in accordance with Uniti Fiber's requirements and specifications.
 - viii. All Equipment must be mounted on 19-inch racks, and using appropriate brackets, except where otherwise expressly permitted in writing by Uniti Fiber. Customer is solely responsible for assuring that the Equipment is mounted in an efficient and appropriate manner.

Uniti Fiber Colocation License Agreement

- ix. All cabling regardless of location, shall be tied and organized, run to the side of the rack off the floor, and labeled. Connectors must be secured in the interface socket. Cables must not be plugged into another Customer's power source.
- x. Customer shall be responsible for proper maintenance of collocated equipment and rack space. Improper maintenance of space can be grounds for terminating contract.
- xi. Customer shall, at all times, comply with Uniti Fiber's rules and regulations regarding access to its facilities, (as they may be amended from time to time by Uniti Fiber), including without limitation, adequate notice before entry (not less than one business day), appropriate dress and professional conduct. Uniti Fiber may remove any personnel of Customer not in compliance with its rules and regulations and may prohibit access by any person at its discretion.
- xii. Any party seeking to install any equipment at such facility or connection without the express written authorization of Uniti Fiber shall be denied entry to the Space.
- xiii. Customer is responsible for providing to Uniti Fiber:
 - i. Contact telephone number for the Customer technical personnel who are readily accessible 24 hours a day, 7 days a week.
 - ii. Name and contact number for the Customer employee or designate that will have authority to grant, remove and/or modify access privileges of its employees or third party vendors.
 - iii. Dismal of employees or third party vendors upon change of status to allow Uniti Fiber to remove/revoke access privileges in a timely manner.

7. APPROVALS:

- A. Customer shall submit to Uniti Fiber all building construction and electrical requirements and architectural and engineering drawings indicating the proposed installation for approval. Customer may not perform any construction or install any Equipment without written approval from Uniti Fiber. Uniti Fiber reserves the right to accept or reject Customer's design at its sole discretion. All costs of design work shall be Customer's responsibility.
- B. Uniti Fiber shall inspect the completed installation and must approve the same in writing before Customer is allowed to utilize the Equipment for any reason. Any installations that do not comply with the approved drawings will be subject to rejection by Uniti Fiber. Uniti Fiber reserves the right to order the Customer to make reasonable modifications to any installations.

- C. Customer is solely responsible for obtaining any and all necessary building permits or other authorizations required for Colocation of its Equipment.

8. RELOCATION of FACILITIES

- A. Uniti Fiber may relocate the licensed space upon thirty (30) days prior written notice to Customer, except in the event of an emergency, when no prior notice may be given. If relocation of Facilities is required, Customer shall be responsible for relocating all customer equipment at Customer's expense. Uniti Fiber shall bear all expenses associated with making Customer's new space ready, including, but not limited to, all power and cabling work required to deliver contracted service. Uniti Fiber and Customer will work together in good faith to minimize any disruption of service in connection with such relocation.

9. INSURANCE, INDEMNITY, and LIMITATION OF LIABILITY:

- A. While a license is in effect, Customer shall maintain in force and effect policies of insurance as follows:
 - (i) Comprehensive General Liability Insurance, including contractual liability and broad form property damage, covering personal injury or death and property damage with a combined single limit of at least \$1 million; and
 - (ii) Workers Compensation Insurance with limits required by the laws of the state in which the Space is located.

Customer's insurer shall provide Uniti Fiber with at least ten (10) days prior written notice of cancellation or change in coverage. All insurance required of Customer shall be evidenced by certificates of insurance provided to Uniti Fiber.

- B. Uniti Fiber does not warrant that the integrity of the Space or the Facility will be free from any disruptions and Uniti Fiber shall not be liable therefore. Uniti Fiber's entire liability for any such disruptions, or any other matter giving rise to a claim with respect to the Space or Facility, shall not exceed in any case the MRCs paid by Customer for the month in which such disruption or other matter occurred.
- C. IN NO EVENT SHALL UNITI FIBER BE LIABLE TO CUSTOMER, ITS EMPLOYEES, SUBCONTRACTORS, AND/OR AGENTS, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE DAMAGES, OR LOST PROFITS FOR ANY CLAIM OR DEMAND OF ANY NATURE OR KIND, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF.

10. DAMAGE TO FACILITY:

- A. If the Facility in which the Space is located is damaged by fire, other casualty or Act of God, Uniti Fiber shall give immediate notice to Customer of such damage. If Uniti Fiber's landlord or Uniti Fiber exercises an option to terminate the lease due to such damage or Uniti Fiber's landlord or Uniti Fiber decides not to rebuild the Facility in which the Space is located, this Agreement shall terminate as of the date of such exercise or decision as to the affected Space, and the MRC paid by Customer shall be modified accordingly. If neither the landlord of the affected Facility nor Uniti Fiber exercises the right to terminate or not to rebuild, the landlord or Uniti Fiber, as applicable, shall repair the Facility to substantially the same condition as prior to the damage, completing the same with reasonable speed. In the event that such repairs are not completed within a reasonable time, Customer shall thereupon have the option to terminate this Agreement with respect to the affected Space, such option shall be the sole remedy available to Customer against Uniti Fiber hereunder relating to such failure. If the Space or any portion thereof shall be rendered unusable by Customer by reason of such damage, the MRC for such Space shall proportionately abate for the period from the date of such damage to the date when such damage shall have been repaired for the portion of the Space rendered unusable.
- B. Uniti Fiber will not insure or be responsible for any loss or damage, regardless of cause, to property of any kind, including loss of use thereof, owned, leased or borrowed by the Customer, or its employees, servants, or agents.
- C. The Customer acknowledges and understands that Uniti Fiber may provide space in or access to the Building to other persons or entities ("Others"); that such space may be close to the Space, possibly including space adjacent to the Space and/or with access to the outside of the Space; there is no barrier or boundary around the Space, and thus, nothing to prevent Others from observing or even damaging the Customer's equipment and facilities. In addition to any other applicable limitation, Uniti Fiber shall have absolutely no liability with respect to any action or omission by any Other, regardless of the degree of culpability of any such Other, and regardless of whether any claimed liability arises in tort or contract.

11. RATES AND CHARGES: –Customer shall be charged for Colocation Space and Internet Service at the places and rates set out in attached Colocation Schedule.

12. APPLICABLE LAW: The domestic laws of the State of Alabama, without reference to its choice of law principles, shall govern this Agreement and they shall be construed accordingly. Any suit brought by either party against the other party for claims arising out of this Agreement shall be brought in the Circuit Court of the State of Alabama, Baldwin County. The application of the UN Convention on Contracts for the International Sale of Goods is specifically excluded from this Agreement.

Uniti Fiber Colocation License Agreement

13. **SEVERABILITY:** If any term or provision of this Agreement shall, to any extent, be determined to be invalid or unenforceable by a court or body of competent jurisdiction, then (i) both parties shall be relieved of all obligations arising under such provision and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it valid and enforceable while preserving its intent to the maximum extent possible, and (ii) the remainder of this Agreement shall be valid and enforceable.
14. **NO THIRD-PARTY RIGHTS:** Nothing in this C&M Agreement is intended to provide any legal rights to anyone not an executing party of this C&M Agreement except under the indemnification and insurance provisions.
15. **RIGHT TO ASSIGN:** Customer shall not assign any right or interest under this Agreement without the prior written consent of Uniti Fiber. Any attempted assignment in contravention of this provision shall be void and ineffective.

Provider:

Customer:

UNITI FIBER, LLC

Baldwin County Commission

By:_____

By:_____

Name: Robert Leithman

Name:_____

Title: Senior Vice President

Title:_____

Date:_____

Date:_____

COLOCATION SCHEDULE

Place of performance of this amendment is to be at Uniti Fiber Colocation Center at 650 Clinic Drive, Suite 2700, Mobile AL 36688, with facilities and service as specified below. Uniti Fiber will provide EITHER ☐ an industry standard 19" width and 84" height server rack OR ☒ an industry standard 19" width and 42" height half server rack OR ☐ space for rack/cabinet as provided by customer.

Term of Agreement: 36 Months

Total Monthly Recurring Charge (MRC): \$ 595.00

Total Non-Recurring Charge (NRC): \$ 1,000.00

MRC Summary of Standard and Optional Services

Service	MRC
Rackspace	\$595.00
PDU Upgrades	
Security Upgrades	
Additional Keycards	
Customer Portal	
Cross Connects	
Power Billing Rate	\$0.1045/kWh
IP Addresses /30	\$0.00

NRC Summary:

Service	NRC
Rackspace	\$1,000.00
PDU Upgrades	
Security Upgrades	
Additional Keycards	
Customer Portal	
Cross Connects	
IP Addresses /30	\$0.00



Service Order

Offer Date: 2/17/2019		
Description: /24 IPv4 for Baldwin County Commission		
Opp. Number: OPP-155172		
Requested By:	Baldwin County Commission 1569280 Charles Gruber	cchristian@cityoffoley.org (251) 943-5061
Offered By:	Uniti Fiber Scott McMahan	scott.mcmahan@uniti.com (251)445-1807

Locations		Note: For Ethernet orders, "A" is Remote location and "Z" is Host location
A Location:	Uniti Fiber Internet, 201 Saint Joseph Street, Mobile, AL, 36602	
A CPE Location:	Uniti Fiber Internet	
Z Location:	Uniti Fiber Internet, 201 Saint Joseph Street, Mobile, AL, 36602	
Z CPE Location:	Uniti Fiber Internet	

Selection	Service	Term	Monthly Recurring Charge	Non-Recurring Charge
X	/24 IPv4	36	\$500.00	\$0.00

Remarks
1. Uniti Fiber will provide a Class C of IPv4 addresses to be utilized across both internet connections.

DocuSign will be utilized to route this Service Order form for electronic signature, name, title, date. Please provide separate Implementation Form as soon as possible, via email as electronic or scanned document to orders@uniti.com or via fax to 251-445-0642.

Customer acknowledges that Customer is ordering the Services from Uniti Fiber LLC, and/or its affiliate or subsidiary companies (collectively "Uniti Fiber"), and that local, state, and federal taxes and surcharges may apply. By signing, Customer acknowledges full and complete authority to bind Customer.

Additional charges for any requested demarcation extension will be passed on to Customer. Access or other fees imposed by property owner shall be borne by Customer.

By signing this Service Order, Customer requests the Service ordered hereunder subject to the existing master services agreement or standard terms and conditions signed by the parties; or if none exists, then such Service is subject to the applicable terms and conditions of Uniti Fiber's standard terms and conditions (which may be changed from time to time at Uniti Fiber's discretion), a copy of which is available upon request.

Uniti Fiber's master service agreement, any IP Transit service ordered hereunder shall be subject to the terms of Uniti Fiber's IP Transit Addendum which may be provided to Customer upon request and at Uniti Fiber's discretion may be changed or updated from time to time.

This Service Order becomes binding on Uniti Fiber upon Order Acceptance.

This order fully incorporates the March, 2019 Uniti Fiber Standard Terms and Conditions.

Uniti Fiber

Signature: _____

Name (printed): _____

Title: _____

Date: _____

Baldwin County Commission

Signature: _____

Name (printed): _____

Title: _____

Date: _____



Service Order

Offer Date: 2/17/2019		
Description: 100 Mbps Ethernet Bay Minette County Commission Annex IV to the USA Data Center		
Opp. Number: OPP-155171		
Requested By:	Baldwin County Commission 1569280 Charles Gruber	cchristian@cityoffoley.org (251) 943-5061
Offered By:	Uniti Fiber Scott McMahan	scott.mcmahan@uniti.com (251)445-1807

Locations <i>Note: For Ethernet orders, "A" is Remote location and "Z" is Host location</i>	
A Location:	Bay Minette-105 West 3rd Street, 105 West 3rd Street, Bay Minette, AL, 36507
A CPE Location:	Baldwin County Commission Annex IV
Z Location:	Mobile-650 Clinic Drive, 650 Clinic Drive, Mobile, AL, 36688
Z CPE Location:	Southern Light USA Datacenter

Selection	Service	Term	Monthly Recurring Charge	Non-Recurring Charge
X	100 Mbps Ethernet	36	\$610.00	\$0.00

Remarks
1. Offer assumes a connection to a leased collocation half rack, back to the Baldwin County Commission Annex IV.

DocuSign will be utilized to route this Service Order form for electronic signature, name, title, date. Please provide separate Implementation Form as soon as possible, via email as electronic or scanned document to orders@uniti.com or via fax to 251-445-0642.
Customer acknowledges that Customer is ordering the Services from Uniti Fiber LLC, and/or its affiliate or subsidiary companies (collectively "Uniti Fiber"), and that local, state, and federal taxes and surcharges may apply. By signing, Customer acknowledges full and complete authority to bind Customer.
Additional charges for any requested demarcation extension will be passed on to Customer. Access or other fees imposed by property owner shall be borne by Customer.
By signing this Service Order, Customer requests the Service ordered hereunder subject to the existing master services agreement or standard terms and conditions signed by the parties; or if none exists, then such Service is subject to the applicable terms and conditions of Uniti Fiber's standard terms and conditions (which may be changed from time to time at Uniti Fiber's discretion), a copy of which is available upon request.
Uniti Fiber's master service agreement, any IP Transit service ordered hereunder shall be subject to the terms of Uniti Fiber's IP Transit Addendum which may be provided to Customer upon request and at Uniti Fiber's discretion may be changed or updated from time to time.
This Service Order becomes binding on Uniti Fiber upon Order Acceptance.

This order fully incorporates the <u>March</u> , 2019 Uniti Fiber Standard Terms and Conditions.
--

Uniti Fiber

Signature: _____

Name (printed): _____

Title: _____

Date: _____

Baldwin County Commission

Signature: _____

Name (printed): _____

Title: _____

Date: _____



Baldwin County Commission

Agenda Action Form

File #: 19-0727, **Version:** 1

Item #: B7

Meeting Type: BCC Work Session

Meeting Date: 2/26/2019

Item Status: New

From: Wanda Gautney, Purchasing Director/Deidra Hanak, Interim Personnel Director/Jessie Peacock, EMA Director/Scott Wallace

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Request of Proposals (RFP) for Temporary Clerical and Labor Services for the Baldwin County Commission

STAFF RECOMMENDATION

Approve the attached Request for Proposals (RFP) for Temporary Clerical and Labor Services and authorize the Purchasing Director to advertise the RFP.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Personnel Department and EMA Department requests consideration for an RFP (Request for Proposal) to find a competitive rate for temporary clerical and labor services for various departments of the Baldwin County Commission. The County requires all departments to follow the "Temporary Labor Policy" with the purpose of governing the use of temporary labor through closely monitoring its usage and the financial impact on the county's budget. This is a three-year bid. The policy sets forth procedural requirements that the departments of the Baldwin County Commission must follow.

These procedural requirements limit the use of temporary labor when current staffing levels are not sufficient to complete a particular project within a required time frame, during an extended leave period of a county employee(s) or during a declared emergency that causes a need for shelter workers, bus drivers or disaster workers. A temporary worker shall not be used continuously for more than three (3) months and shall not be re-employed without a one (1) month break in service, unless the worker is assigned to a specific project with a pre-determined termination date not to exceed twelve (12) months.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
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: 03/05/2019

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
RFP's

Additional instructions/notes: N/A

**Baldwin County Commission
Request for Proposal (RFP)
Temporary Clerical and Labor Services**

The overall goal of this Request for Proposal (RFP) is to establish a contract to be used by the Baldwin County Commission (the County) to solicit competitive sealed proposals from qualified consultants to provide **Temporary Clerical and Labor Services on a Multi-Year Contract**.

The service provider will provide temporary clerical and labor services for various departments of the Baldwin County Commission.

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

The Request for Proposal as awarded will be for a thirty-six (36) month period and pursuant to any applicable contract or contracts among the service provider and the Baldwin County Commission.

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

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

I. BACKGROUND

The Baldwin County Commission requires all departments to follow the "Temporary Labor Policy" as adopted on November 3, 2009, and amended on June 7, 2011, and June 21, 2011, and as may be further amended by the Baldwin County Commission. The purpose of this policy is to govern the use of temporary labor through closely monitoring its usage and the financial impact on the county's budget.

The policy sets forth procedural requirements that the departments of the Baldwin County Commission must follow. These procedural requirements limit the use of temporary labor when current staffing levels are not sufficient to complete a particular project within a required time frame, during an extended leave period of a county employee(s) or during a declared emergency that causes a need for shelter workers, bus drivers or disaster workers.

A temporary worker shall not be used continuously for more than three (3) months and shall not be re-employed without a one (1) month break in service, unless the worker is assigned to a specific project with a pre-determined termination date not to exceed twelve (12) months.

II. BALDWIN COUNTY GOAL & OBJECTIVE

The overall goal of this RFP is to establish a contract to be used by the Baldwin County Commission to implement temporary clerical and labor services for various departments of the Baldwin County Commission.

The objective of this RFP is to contract with a service provider that provides temporary clerical and labor services in a timely manner.

III. GENERAL PROVISIONS

The service provider shall provide temporary clerical and labor services for the Baldwin County Commission in accordance with the provisions and requirements stated herein. The service provider shall provide services on an as needed basis. The County does not guarantee any usage of the contract.

The service provider should be able to perform each of the following tasks and should submit proposals for each of the following:

1. The County will require the service provider to conduct criminal background checks and motor vehicle checks on all applicants and pre-employment drug screens on safety sensitive applicants. The service provider will inform the County of any negative outcome of background checks and pre-employment drug screens. The service provider will furnish driver licenses numbers, expiration dates and dates of birth to the County for verification of eligibility to drive a County owned vehicle in the course and scope of work.
2. The County requires that all temporary employees be verified as legally eligible to work in the United States through the Department of Homeland Security. This documentation

is required in addition to completion of the I-9 form. The County reserves the right to release any temporary staff member with an unfavorable background.

3. Baldwin County will not pay a fee of any kind for an employee that the service provider provides to the County that the County hires on a full-time, part-time, permanent or limited basis; nor, shall an employee be extended on the service provider's payroll once the employee is placed on Baldwin County's payroll.
4. Service providers should include a copy of their ADA Policy, Equal Employment Policy, Sexual Harassment Policy, the policy for when employees are injured on the job and any policies on benefits the temporary employee may be offered by the employing temporary agency, in the proposal package.

IV. SCOPE OF PROPOSAL

1. Training will be conducted on-site and on-the-job.
2. Regular, punctual attendance is required. The service provider or the employee will notify the manager of each location of any absence/late arrival at least thirty (30) minutes prior to the start of the shift. Reduction in work hours by the department due to low volume is not considered an absence.
3. The Department will provide the service provider with information regarding attendance, dress, appearance, holiday closures and other rules relating to the work environment.
4. An employee of Baldwin County will supervise temporary employees.
5. Required Skills: As indicated, temporary employees will be required to have the skills required in the job summary, as provided with the service order form.
6. Proposal must indicate the bill rate of employees who:
 - a. Are paid the minimum rate;
 - b. Are paid more than the minimum rate;
 - c. Work fewer than 40 hours per week;
 - d. Work more than 40 hours per week;
 - e. Are referred to the service provider by Baldwin County.
7. Overtime will be paid at the rate of one and one-half (1 ½) times the basic pay rate per hour for hours physically worked over forty (40) hours in a week. A week is defined as beginning at 12:01 a.m. on Monday and ending at 12:00 midnight Sunday. Proposal must state the bill rate for overtime work.
8. Time cards for all locations to be provided by successful service provider. Proposal shall include the intended procedure for distribution, collection of timesheets and the calculating and verifying hours to Baldwin County. When a temporary employee leaves employment the department, the service provider shall be responsible for getting any

monies due that employee to that employee. The service provider shall also be responsible for getting any County items, such as keys, card keys, badges, etc., from the employee and for returning same to the County department prior to payment by the Baldwin County Commission for services rendered.

9. The service provider shall provide worker's compensation and unemployment insurance benefits, at its expense, for all temporary employees it supplies the County.
10. The service provider must provide a list of holidays that would be covered, if applicable. Baldwin County observes thirteen (13) holidays during a calendar year for which temporary employees will not be paid by the County. They must also provide terms for their vacation and sick leave policies.
11. The service provider will discuss the duties and skills indicated in the job summary with each prospective employee.
12. The service provider must secure approval in advance, from the Personnel Department, to assign temporary employees.
13. Paycheck Services:
 - a. The responsibility for distribution and collection of time sheets is the service provider's responsibility. County personnel will verify actual hours worked. Billing shall be directed to the Personnel Department. Specific details will be discussed with successful service provider.
14. The County shall not pay for temporary employees who work one (1) day or less for the County, unless an assignment for one (1) day or less is specified when the order for temporary employee is placed.
15. As an Equal Opportunity Employer and in compliance with the Americans with Disabilities Act (ADA), Baldwin County may provide reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees without disabilities. Disabled individuals must satisfy job requirements for educational background, employment experience, skills and any other qualification standards that are job related and must be able to perform those tasks that are essential to the job with or without reasonable accommodation.
16. Work hours will vary dependent upon position and needs.
17. During the term of the contract, Baldwin County may request additional positions to be added as needs arise. Likewise, certain positions may be deleted as needs change.
18. Temporary employees shall be subject to the rules, regulations and policies of the County.

19. The service provider will provide necessary shelter workers, bus drivers and disaster workers on an as needed basis. Shelter workers and bus driver information will be furnished by the Baldwin County Emergency Management Agency through the Personnel Department. These workers must be ready to **activate a shelter within three (3) hours of notification.**

IV. PROPOSED PLAN

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

A. Cover Sheet

The proposal must include a properly completed and signed cover sheet. A sample cover sheet with all of the required information is included as Attachment A.

B. Overview

The overview should demonstrate the service provider's overall qualifications to fulfill the requirements of this RFP.

C. Implementation Approach

Provide steps and actions you will take to accomplish all the tasks described in this RFP.

D. Pricing Information

Pricing information included with the proposal must breakdown into elements that are clearly defined in the services being proposed. If you wish to propose additional services or an alternate approach to what is being requested please provide those as a separate page(s) that are clearly labeled as "Alternate" or "Additional Services".

E. Customer References

The service provider must provide at least three (3) previous customers with a similar size which the "Service Provider" have performed similar tasks within the last five (5) years. Clients who are county and local government would be a plus.

V. PROPOSAL SUBMISSION

Three (3) original paper copies of the proposal must be received by the County prior to **3:00 P. M., (Central Standard Time) on Wednesday, April 3, 2019.** All copies of the proposals must be under sealed cover and plainly marked. **No emailed proposals will be accepted.** Proposals should be delivered or mailed to:

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

VI. INQUIRES AND QUESTIONS

Inquires or questions should be submitted by email only to Wanda Gautney, Purchasing Director, wgautney@baldwincountyal.gov no later than **March 26, 2019**. All inquiries or questions should be consolidated by each service provider and submitted prior to the **3:00 P. M.**, deadline. All questions that are submitted will be answered and posted to the County website by March 29, 2019.

VII. PRIME SERVICE PROVIDER RESPONSIBILITIES

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

VIII. HOLD HARMLESS PROVISION

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

IX. SERVICE PROVIDER QUALIFICATIONS

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

The bidder expressly acknowledges, to and for the benefit of the Baldwin County Commission, that this Agreement may be funded with federal grant monies and, therefore, bidder expressly warrants and agrees that it shall at all times comply with all applicable federal, state, local and municipal laws and regulations. For more information about the Federal regulations visit the website <http://www.gpoaccess.gov/index.html> Code of Federal Regulations.

All vendors, contractors and grantee are required to comply with the Alabama Immigration Law under Sections 31-13-9 (a) and (b) of the Code of Alabama. Forms and

documents will be included with award documents. Information and forms can be found on the Baldwin County Commission's Purchasing website under E-Verify at www.baldwincountyal.gov

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

X. SERVICE TEST PERIOD

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

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

XI. SERVICE PROVIDERS INSURANCE PROVISIONS

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

The service provider at his expense shall carry, with insurers satisfactory to County, throughout the term of the contract, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence, Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence, Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at/in/on any property, site, location, vessel, or equipment. *All liability insurance shall name the County as an additional insured.* Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least a thirty (30) day notice to County in the event of cancellation, termination or any change in such insurance policies.

The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should the service provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend

any Agreement until insurance is obtained, terminate any Agreement immediately without further action, or hold service provider in material default and pursue any and all remedies available. Said Certificate of Insurance evidencing the requisite must be provided upon submission of the RFP.

Attachment A: Cover Sheet

Baldwin County RFP – Temporary Clerical & Labor Services

Proposal Date: _____

Company Name: _____

Name of Company Representative: _____

Position: _____

Address: _____

Email Address: _____

Company Web Page: _____

Phone: _____

Fax: _____

Date: _____

Signature: _____

Attachment B: RFP Check List

Task	Yes/No
1. Cover Sheet <ul style="list-style-type: none">• Completed• Signed	
2. Service Provider Overview <ul style="list-style-type: none">• Describe overall qualifications in relation to requirements	
3. Implementation Approach	
4. Pricing Information <ul style="list-style-type: none">• Detail breakdown	
5. Customer References	

Attachment C: EXAMPLE BALDWIN COUNTY SERVICE CONTRACT

(Terms of which the successful Service Provider will have to agree to.)

State of Alabama)

County of Baldwin)

CONTRACT FOR PROFESSIONAL SERVICES

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

WITNESSETH:

Whereas,

Whereas,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PROVIDER:

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

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

“All provision and conditions and/or specifications listed/stated in the Request for Proposals for Temporary Clerical and Labor Services for the Baldwin County Commission”.

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

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

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

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

A. Attachment A – Cover Sheet

B. Attachment B – Check List

C. Attachment C – Contract

D. Attachment D – Temporary Clerical, Labor, and Shelter
Worker Positions

E. Attachment E – Fee Schedule

F. Attachment F – Certificate of Insurance

COUNTY and PROVIDER, if necessary, shall jointly cause such items as listed above to contain dates, signatures of the parties with authorization to make such signatures, and sufficient marks and references back to this Agreement noting their inclusion and attachment hereto. In any event of a

conflict between this document and the attachments referenced above, this document shall govern.

XVIII. General Responsibilities of the COUNTY.

- A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.
- B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.
- C. The COUNTY shall provide any necessary notices to commence, Discontinue, or terminate the services herein described.

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

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

XX. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Contract and shall not be demanded by PROVIDER or paid by COUNTY unless the additional costs are approved by the COUNTY in the form of a written Change Order. Compensation to PROVIDER for work shall be paid in accordance with the Scope of Work. Said compensation shall be all inclusive, including without limitations, reimbursement of all cost, incidents and operating expenses associated with those directly engaged in performance of the requested services.

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

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

XXII. Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and same shall terminate upon either the expiration of thirty-six (36) months or upon a written notification thereof received by either party within the required ten (10) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

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

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

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

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

XXVIII: Insurance: Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available. Said Certificate of Insurance evidencing the requisite coverage is attached hereto as *Attachment F* as if fully set forth.

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

COUNTY

ATTEST:

CHARLES F. GRUBER, Chairman /Date

RONALD J. CINK, /Date
Budget Director

State of Alabama)

County of Baldwin)

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

GIVEN under my hand and seal on this the _____ day of _____, 2019.

Notary Public
My Commission Expires

SIGNATURE AND NOTARY PAGE TO FOLLOW

PROVIDER:

Insert Provider Name

_____/_____
By _____/Date
Its _____

State of Alabama)

County of _____)

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

GIVEN under my hand and seal on this the _____ day of _____, 2019.

Notary Public, _____
My Commission Expires _____

TEMPORARY CLERICAL, LABOR, AND SHELTER WORKER POSITIONS

Attachment D

WORKING TITLE	SUMMARY	PHYSICAL DEMANDS	MINIMUM REQUIREMENTS
Custodian	General cleaning and housekeeping duties.	Must lift, carry and move materials, equipment, and tools weighing 25 lbs. or more.	High School/GED
Laborer	Performs routine manual labor which does not require a high degree of skill. May also drive trucks and light tractors that do not require a CDL.	Frequent lifting/maneuvering of heavy objects up to 50 lbs. and using tools requiring a high degree of dexterity.	High School/GED Valid Driver's License
Office Assistant III/File Clerk	Entry level clerical, receptionist, typing, data entry and filing.	Typically require walking, pushing, pulling, lifting of up to 20 lbs. occasionally.	High School/GED Basic office principles Communications skills

SHELTER MANAGEMENT

WORKING TITLE	SUMMARY	PHYSICAL DEMANDS	MINIMUM REQUIREMENTS
Shelter Manager	Ensure Ops Plan is followed, responsible for set-up and closing their shelter. Communicate with staff/evacuees	Lift up to 20 pounds Stay at shelter for duration of activation	High School Diploma/GED
Assistant Shelter Manager	Ensure Ops Plan is followed/communicate with staff/evacuees-help with logistics and registration	Lift up to 20 pounds Stay at shelter for duration of activation	High School Diploma/GED
Shelter Support Staff	Assist with shelter set-up, closing and registration. Communicate with evacuees and help meet their needs.	Lift up to 20 pounds Stay at shelter for duration of activation	High School Diploma/GED
Cafeteria Manager	Responsible for on-site food preparation. Ensure sanitary food handling procedures are followed. Keep track of supplies and food received and expended	Lift up to 20 pounds Stay at shelter for duration of activation	High School Diploma/GED
Cafeteria Support Staff	Assist cafeteria manager with on-site food preparation. Follow sanitary food handling procedures	Lift up to 30 pounds Stay at shelter for duration of activation	High School Diploma/GED

TEMPORARY CLERICAL, LABOR, AND SHELTER WORKER POSITIONS

Attachment D

WORKING TITLE	SUMMARY	PHYSICAL DEMANDS	MINIMUM REQUIREMENTS
Custodian Manager	Responsible for ensuring cleaning operations are maintained to a safe and sanitary level. Keep track of cleaning supplies received and expended.	Lift up to 30 pounds Stay at shelter for duration of activation	High School Diploma/GED
Custodian Support Staff	Responsible for assisting the Custodial Managers with ensuring cleaning operations are maintained to a safe and sanitary level.	Lift up to 20 pounds Stay at shelter for duration of activation	High School Diploma/GED
Interpreter	Responsible in assisting the shelter manager and staff with interpreting English to Spanish and Spanish to English	Stay at shelter for duration of activation	Be able to interpret English/Spanish
Bus Driver	Responsible for driving evacuees from a designated pick up point to a designated HUB.	Be able to drive for 8-12 hours a day.	Possess a valid/current CDL with passenger endorsement.

FEE SCHEDULE**ATTACHMENT E**

Item #	Job Title	Minimum Hourly Rate	Payroll Rates			
			Temporary Hourly Rate	Baldwin County Bill Rate	Temporary OT Hourly Pay Rate	Baldwi-n County OT Bill Rate
1	Custodian	\$10.50				
2	Laborer	\$10.50				
3	Office Assistant/File Clerk	\$10.50				
4	Shelter Manager	\$25.00				
5	Assistant Shelter Manager	\$20.00				
6	Shelter Support Staff	\$15.00				
7	Cafeteria Manager	\$20.00				
8	Cafeteria Support Staff	\$15.00				
9	Custodian Manager	\$20.00				
10	Custodian Support Staff	\$20.00				
11	Interpreter	\$20.00				
12	Bus Driver	\$15.00				



Baldwin County Commission

Agenda Action Form

File #: 19-0759, **Version:** 1

Item #: B8

Meeting Type: BCC Work Session

Meeting Date: 2/26/2019

Item Status: New

From: Wanda Gautney, Purchasing Director/Probate Judge, Harry D'Olive/Junius Long, Building Facilities Coordinator

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Quote for Renovations in the Baldwin County Probate Judge's Office Located in Bay Minette, Alabama for the Baldwin County Commission

STAFF RECOMMENDATION

Award the quote to G. M. Stuart, Inc., in the amount of \$24,800.00 for renovations in the Probate Judge's Office located in Bay Minette and authorize the Chairman to execute the Public Works Contract and the Certificate of Compliance.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Quotes were solicited for renovations in the Probate Judge's Office located in Bay Minette. One (1) quote was received. The quote was received from G. M. Stuart, Inc., in the amount of \$24,800.00. Recommend the Commission award the quote to G. M. Stuart, Inc., and authorize the Chairman to execute Public Works Contract and the Certificate of Compliance.

FINANCIAL IMPACT

Total cost of recommendation: \$24,800.00

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?

Standard County Public Works Contract

Reviewed/approved by: David Conner

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: 03/05/2019

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

Additional instructions/notes: N/A

G.M. STUART, INC.

GENERAL CONTRACTORS



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

February 15, 2019

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

Re: Renovations in the Probate Judge's Office, Bay Minette, Al.

Based on the scope discussed with you and Judge D'Olive, we have following proposal.

Relocate the door to the lobby restroom.

Provide a tag display rail in the lobby.

Demo. Wall and add new wall to create a new office space outside the Judge's office (new ceiling, paint, flooring).

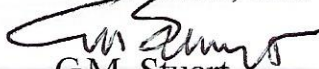
New flooring in the Judge's office and courtroom.

The cost for these improvements is \$24,800.

If you have any questions please call.

Sincerely,

G.M. Stuart, Inc.


G.M. Stuart

State of Alabama)
County of Baldwin)

CONTRACT FOR PUBLIC WORKS SERVICES

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

WITNESSETH:

Whereas, the Baldwin County Commission staff obtained quote for renovations in the Baldwin County Probate Judge's Office located in Bay Minette, Alabama; and

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

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

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

- A. COUNTY: Baldwin County, Alabama
- B. COMMISSION: Baldwin County Commission
- C. PROVIDER: G. M. Stuart, Inc.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PROVIDER: G. M. Stuart, Inc.
41151 Highway 59
Bay Minette, AL 36507
ATTN: George Stuart

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

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

“Quote for Renovations in the Baldwin County Probate Judge’s Office located in Bay Minette, Alabama for the Baldwin County Commission described in Attachment A”.

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

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

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

XVII. General Responsibilities of the COUNTY.

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

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

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

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

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

XX. Direct Expenses. Compensation to PROVIDER for work shall be **\$24,800.00.** Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services

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

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

XXII. Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and shall terminate upon either the expiration of no more than sixty (60) days after the Notice to Proceed is given or upon a written notification thereof received by either party within the required ten (10) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

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

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

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

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

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

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

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

COUNTY

ATTEST:

_____/	_____/
FRANK BURT, JR., Chairman /Date	Ronald J. Cink, /Date Budget Director

State of Alabama)

County of Baldwin)

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

GIVEN under my hand and seal on this the _____ day of _____, 2019.

Notary Public
My Commission Expires

SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW

PROVIDER:

G. M. Stuart, Inc.

_____/_____
By _____/Date
Its _____

State of Alabama)

County of Baldwin)

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

GIVEN under my hand and seal on this the _____ day of _____, 2019.

Notary Public
My Commission Expires

STATE OF ALABAMA

CERTIFICATE OF COMPLIANCE FOR PUBLIC
WORKS PROJECT

BALDWIN COUNTY

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

**“Quote for Renovations in the Baldwin County Probate Judge’s Office
located in Bay Minette, Alabama for the Baldwin County Commission.”**

IN WITNESS WHEREOF, this Certification is executed this the ____ day of
_____, 2019.

BALDWIN COUNTY COMMISSION

By: _____
As Its Chairman

ATTEST:

By: _____
As Its Budget Director



Baldwin County Commission

Agenda Action Form

File #: 19-0772, **Version:** 1

Item #: C1

Meeting Type: BCC Work Session

Meeting Date: 2/26/2019

Item Status: New

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

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Town of Elberta - County Road 83 Project Update and Request for Resurfacing Assistance for Certain Roads

STAFF RECOMMENDATION

Mayor Jim Hamby from the Town of Elberta will update the Commission on the County Road 83 project and discuss the resurfacing of Illinois Street, School Street and Chicago Street.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Mayor Hamby has requested to be on the February 26, 2019 work session agenda to discuss the above items with the 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? 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

From: ELBERTA Elberta Victoria <vklein.elberta@gmail.com>

Date: February 14, 2019 at 10:49:19 CST

To: rcink@baldwincountyal.gov

Subject: <EXTERNAL> RE: Work Session Agenda

Reply-To: vklein@townofelberta.com

Good morning,

On behalf of Mayor Hamby, he would like to submit an agenda item for the Baldwin County Work Session that will be held on Tuesday, February 26, 2019. The agenda item will reference assistance for the repaving of Illinois Street, School Street and Chicago Street in the Town of Elberta. Mayor Hamby would also like to give a Progress Report on County Road 83. If you have any questions or concerns do not hesitate to contact me. Please confirm the status of the request at your earliest convenience.

We win as a Team,

Victoria Klein

*Executive Assistant
Municipal Court Magistrate*

Town of Elberta

POB 277, Elberta, AL 36530-0277

[\(251\) 986-5995](tel:(251)986-5995) P

Email: vklein@townofelberta.com



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Baldwin County Commission

Agenda Action Form

File #: 19-0762, **Version:** 1

Item #: C2

Meeting Type: BCC Work Session

Meeting Date: 2/26/2019

Item Status: New

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

Submitted by: Matthew Brown, P.E., Pre-Construction Manager; Tony Boutwell, Design Tech I

ITEM TITLE

Fiscal Year 2019 Resurfacing Projects - Request for Permission to Advertise Group 3

STAFF RECOMMENDATION

Take the following actions:

1) Authorize the Purchasing Director to place a competitive bid for Fiscal Year 2019 Resurfacing Projects, Group 3, as the design plans are completed; and

2) Authorize the Chairman to execute any project related documents.

Fiscal Year 2019 Resurfacing Projects, Group 3

(Project number, project description and budget amount):

0205319 - County Rd 36 from State Rd 59 to Greenwood Church Rd - \$446,438

0205419 - County Rd 87 from County Rd 32 to County Rd 38 - \$231,434

0208619 - Roy Waters Rd from County Rd 16 to End of Pavement - \$23,418

0205519 - County Rd 28 from County Rd 55 to State Rd 59 - \$234,032

0205619 - Underwood Rd from County Rd 9 to County Rd 49 - \$164,657

0205719 - County Rd 26 from Magnolia Springs Hwy to S Hickory St - \$378,970

0205819 - Weeks Rd from Bay Rd East to Laurent Rd - \$73,181

0205919 - Bay Rd East from Magnolia Springs Hwy to Weeks Rd - \$38,255

0206019 - County Rd 16 from Magnolia Springs Hwy to County Rd 65 - \$227,281

BACKGROUND INFORMATION

Previous Commission action/date: September 18, 2018 - The Commission adopted Resolution No. 2018-118 Budget.

Background: The Highway Department is requesting permission to place a competitive bid for Fiscal Year 2019 Resurfacing Projects, Group 3. The Design Project Manager will forward the advertisement to the Purchasing Director to place a competitive bid as specifications and design plans are completed.

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

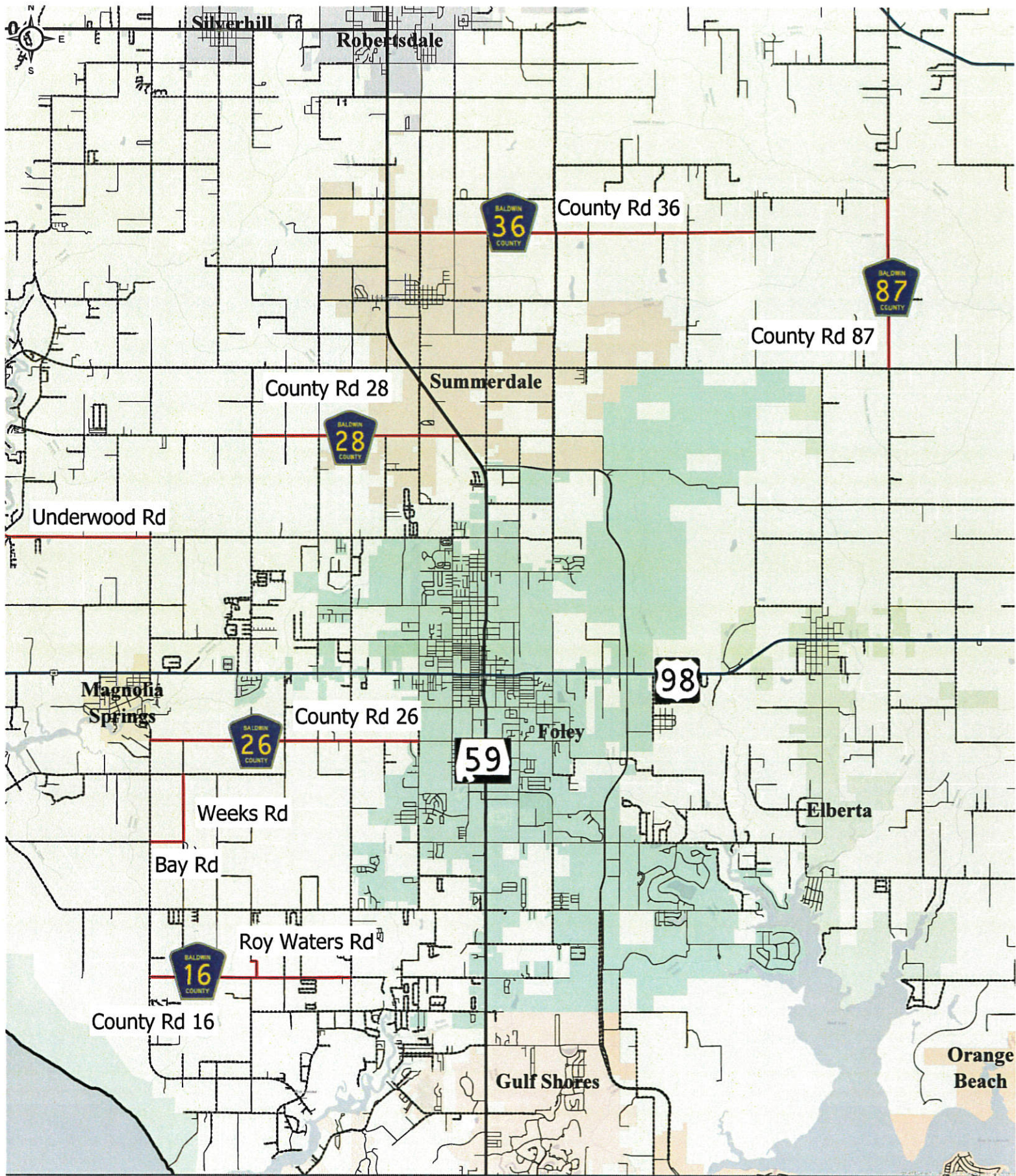
FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Wanda Gautney, Tony Boutwell

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Wanda Gautney, Purchasing Director, will advertise project as design plans are completed. Highway Department Staff, Tony Boutwell, will submit advertisement to Purchasing Director as design plans are completed.

Additional instructions/notes: N/A



FY 19 Resurfacing Map

Group 3 Resurfacing

Baldwin County
Highway Department 2019

0 0.5 1 2 3 4





Baldwin County Commission

Agenda Action Form

File #: 19-0760, **Version:** 1

Item #: C3

Meeting Type: BCC Work Session

Meeting Date: 2/26/2019

Item Status: New

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

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

ITEM TITLE

Flowers Road Widening and Drainage Improvements

STAFF RECOMMENDATION

Approve the Highway Department to widen Flowers Road from U.S. Highway 90 to the Board of Education facility entrance to allow for two-way traffic and address drainage issues. The Baldwin County Board of Education will purchase all materials for the project and the County will donate labor and equipment.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Baldwin County Board of Education recently purchased a warehouse and began operating a bus facility on Flowers Road, which is a single lane paved County road. The increased volume of large vehicle traffic is causing a hazard at the U.S. Highway 90 intersection and generating complaints from adjacent residents.

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: Paul Penry, Area 200 Highway; Cian Harrison, Highway Accounting

Action required (list contact persons/addresses if documents are to be mailed or emailed): Area 200 will schedule the project.

Contact:
Baldwin County Board of Education
Attn: Eddie Tyler, M. Ed.
2600 North Hand Avenue
Bay Minette, Alabama 36507

Additional instructions/notes: N/A



BALDWIN COUNTY PUBLIC SCHOOLS

EDDIE TYLER, M.Ed.
Superintendent

February 15, 2019

Board of Education

MIKE JOHNSON
District 1

ANDREA LINDSEY
District 2

TONY MYRICK
District 3

JANAY DAWSON
District 4

NORMA LYNCH
District 5

CECIL CHRISTENBERRY
District 6

SHANNON CAULEY
District 7

Mr. Charles F. Gruber, Chairman
Baldwin County Commission
312 Courthouse Square
Suite 12
Bay Minette, AL 36507

Dear Mr. Gruber,

We have been in contact with Highway Department concerning work that needs to be done on Flowers Road off of Hwy 90 east of the Beach Express Road. The Baldwin County Board of Education purchased and operates a warehouse down Flowers Road, The road is one lane and doesn't allow for traffic to pass without having to pull off the road. It also is a traffic hazard if someone is trying to turn in when someone is pulling on to Hwy 90. The County's Highway Department has provided estimates on materials to widen the road to 18ft. to allow for 2 way traffic as well as address some drainage issues. We would appreciate it if the commission will consider contributing the county's equipment and labor to come on site and do the work. The Board will pay for all material. The Highway Department's estimate for materials is \$12,515.50..

If you need any further information, please contact Tom Waters, Business Operations and Purchasing Manager, via e-mail at twaters@bcbe.org or by phone at 251-580-1913. Thanks for all the commission does for the Baldwin County School System.

Sincerely,

Eddie Tyler
Superintendent
Baldwin County Board of Education

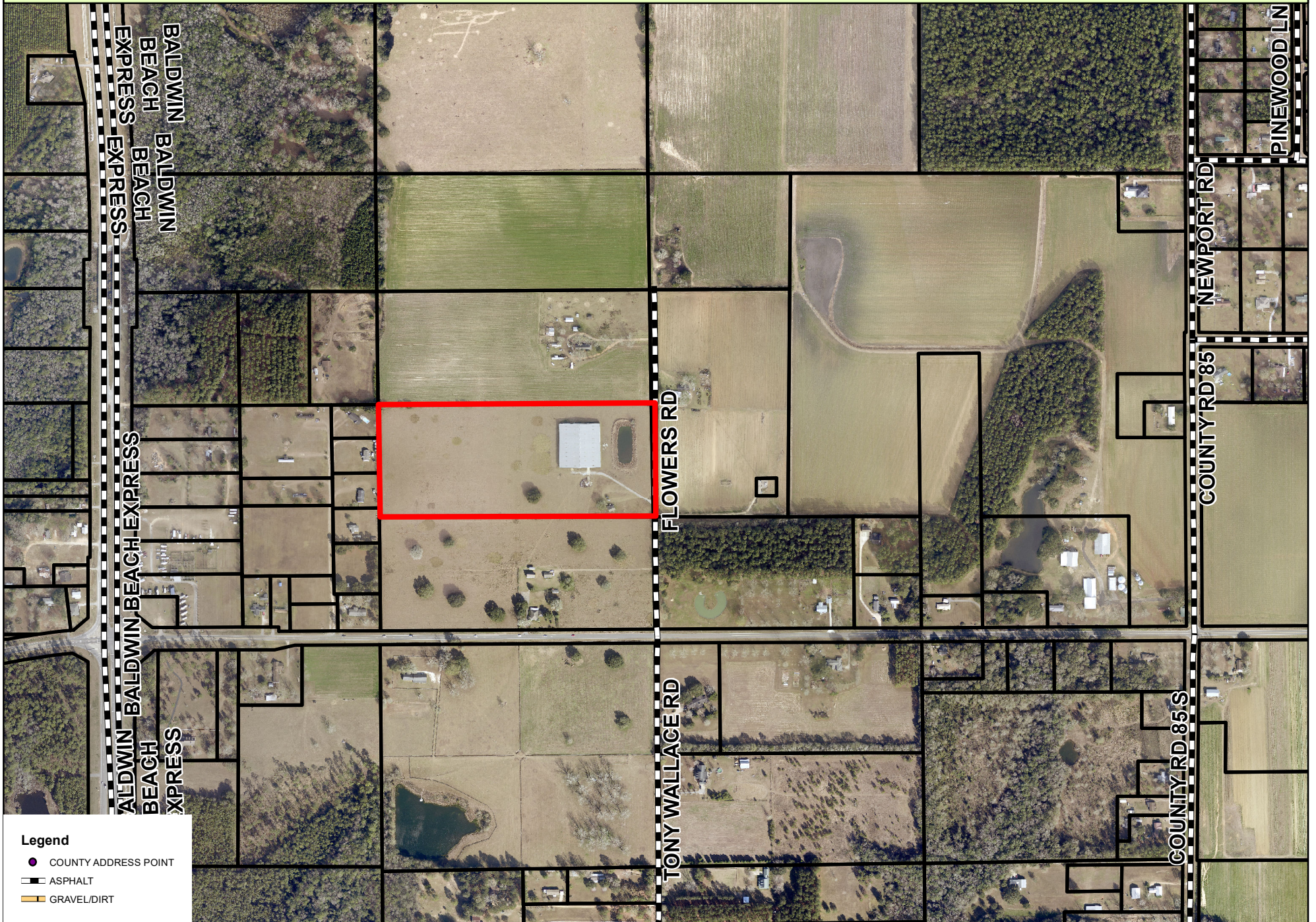
CC: John Wilson, CFO

Baldwin County Highway Department Estimate Sheet

DATE		1/30/2019		Area: 200 / Paul Penry	
REQUESTED BY:		Frank Lundy		SPONSORED BY:	
				LENGTH	WIDTH
LOCATION	Flowers Road/ From US Hwy 90 north approx. 630'			630 FT	18 FT
Scope of Work:	Material cost to widen road from 12ft to 18ft to accommodate 2 way traffic and improve drainage along roadway				
ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT COST	SUBTOTAL
	MATERIAL				
	LIMESTONE BASE (DELIVERED)	TONS	106	\$ 22.85	\$ 2,422.10
	SAND/CLAY BASE	YARDS	100	\$ 1.75	\$ 175.00
	PIPE RCP 29" x 18" (Includes sloped end sec)	FEET	16	\$ 27.00	\$ 432.00
	GRASS SEED	LBS	20	\$ 1.72	\$ 34.40
	SOD (DELIVERED) CENTIPEDE 30" ROLLS	SQ YDS	250	\$ 1.55	\$ 387.50
	ASPHALT	TONS	160	\$ 56.65	\$ 9,064.00
	TOTAL			\$ -	\$ 12,515.00



FLOWERS ROAD



Legend

- COUNTY ADDRESS POINT
- ▬ ASPHALT
- ▬ GRAVEL/DIRT



Baldwin County Commission

Agenda Action Form

File #: 19-0651, **Version:** 1

Item #: C4

Meeting Type: BCC Work Session

Meeting Date: 2/26/2019

Item Status: New

From: Joey Nunnally, P.E, County Engineer

Submitted by: Troy A. Smith, Engineering Tech II

ITEM TITLE

Speed Limit on Various Roads

STAFF RECOMMENDATION

Establish a speed limit of 25 MPH on the following roads:

1. Whispering Pines Road North (Greek Cemetery Road to End of Maintenance)
2. Whispering Pines Road South (Greek Cemetery Road to Strawberry Lane)
3. Strawberry Lane (Whispering Pines Road South to End of Maintenance)
4. Poplar Road (End of Existing Pavement to End of Maintenance)
5. Bermuda Lane (Hunting Club Road to Oaken Lane)
6. John Bauer Road (County Road 55 west to End of Maintenance).

BACKGROUND INFORMATION

Previous Commission action/date: September 18, 2018

Background: Each of the listed roads are recent Gulf of Mexico Energy Security Act (GOMESA) dirt road paving projects. Engineering studies were performed on each road and the recommended speed is appropriate relative to the length and geometry of each road. All listed roads are within the jurisdiction of the Baldwin County Sheriff's Department.

These projects were approved during the 2019 Fiscal Year budget.

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: Administrative Staff; Traffic Operations Manager

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

Administrative Staff prepare letters of notification to Frank Lundy, Tyler Mitchell, Pete Peterson, Troy Smith, Alabama Law Enforcement Agency (ALEA) and Baldwin County Sheriff's Office. Traffic Operations Manager will schedule placement of signs.

CONTACTS:

Sgt John Bogle
Alabama Law Enforcement Agency
3402 Demotropolis Road
Mobile, Alabama 36693

Sheriff Hoss Mack
Baldwin County Sheriff's Office
310 Hand Avenue
Bay Minette, Alabama 36507

Additional instructions/notes: N/A

Baldwin County Highway Department Speed Limit Change Checklist

Location: Whispering Pines rd North
Functional Classification: local / rural
Current Posted Limit: N/A MPH Proposed Limit: 25 MPH

Reason for Speed Limit Change:
Road is a recent dirt road paving project.

Latest Traffic Data:

Date traffic counters set out: 12/27/18 Length of Count: 72 Hrs
ADT: 46
85th percentile: 24 MPH Average: 16 MPH
Pace: 16-25 MPH
Percentage of Vehicle in Pace: 42.2 %
Percentage of Commercial Vehicles: < 1 %

Roadway Geometry:

Are there any sight-distance issues? NO
If yes, explain:

None

Is the Clear Zone in compliance within established County standards? yes

Does the geometry of the roadway meet established County standards: yes

Method used to determine compliance:

Ball Bank (CARS): X Survey: _____ Visual: _____

Roadway width: 20'
Roadway length: 0.38 miles

Density: Heavy: Moderate: Light: X

Accident data (previous three years): N/A

Total number of accidents:

Total number of fatality accidents:

Total number of injury accidents:

Total number of property damage only accidents:

Signage:

Are there any existing advisory speed limit signs: NO

Advisory Speed: None

Locations: None

If posted at proposed speed, will there be any required advisory speed limit signs? NO Advisory Speed: None

If yes, location:

None

Is the road in the Police Jurisdiction of a municipality? NO

Has the municipality been advised of the proposed change? N/A

Recommendation to Baldwin County Commission:

Establish a speed limit of 25 mph as
recommended.

Signature: Troy Smith

Date: 1/28/19

Baldwin County Highway Department
Speed Limit Change Checklist

Location: Whispering Pines Rd South (Greek Cemetery rd to Strawberry Ln)
Functional Classification: Local / Rural
Current Posted Limit: N/A MPH Proposed Limit: 25 MPH

Reason for Speed Limit Change:

Road is a recent dirt road paving project.

Latest Traffic Data:

Date traffic counters set out: 12/27/18 Length of Count: 72 Hrs
ADT: 100
85th percentile: 30 MPH Average: 23 MPH
Pace: 20-29 MPH
Percentage of Vehicle in Pace: 48.9 %
Percentage of Commercial Vehicles: < 1 %

Roadway Geometry:

Are there any sight-distance issues? NO

If yes, explain: N/A

Is the Clear Zone in compliance within established County standards? yes

Does the geometry of the roadway meet established County standards: yes

Method used to determine compliance:

Ball Bank (CARS): X Survey: _____ Visual: _____

Roadway width: 20'
Roadway length: 0.21 miles

Density: Heavy: Moderate: Light: X

Accident data (previous three years): N/A

Total number of accidents:

Total number of fatality accidents:

Total number of injury accidents:

Total number of property damage only accidents:

Signage:

Are there any existing advisory speed limit signs: NO

Advisory Speed: None

Locations: None

If posted at proposed speed, will there be any required advisory speed limit signs? yes Advisory Speed: 10 mph

If yes, location:

Curve located at Strawberry Lane

Is the road in the Police Jurisdiction of a municipality? NO

Has the municipality been advised of the proposed change? N/A

Recommendation to Baldwin County Commission:

Establish speed limit of 25 mph as
recommended.

Signature: Troy Smith

Date: 1/28/19

Baldwin County Highway Department
Speed Limit Change Checklist

Location: Strawberry Lane
Functional Classification: Local / Rural
Current Posted Limit: N/A MPH Proposed Limit: 25 MPH

Reason for Speed Limit Change:
Road is a recent dirt road paving project.

Latest Traffic Data:

Date traffic counters set out: 12/27/18 Length of Count: 72 Hrs
ADT: 38
85th percentile: 35 MPH Average: 27 MPH
Pace: 26-35 MPH
Percentage of Vehicle in Pace: 47.7 %
Percentage of Commercial Vehicles: < 1 %

Roadway Geometry:

Are there any sight-distance issues? NO
If yes, explain:
None

Is the Clear Zone in compliance within established County standards? yes

Does the geometry of the roadway meet established County standards: yes

Method used to determine compliance:

Ball Bank (CARS): X Survey: _____ Visual: _____

Roadway width: 20'
Roadway length: 0.31 miles

Density: Heavy: Moderate: Light: X

Accident data (previous three years): N/A

Total number of accidents:

Total number of fatality accidents:

Total number of injury accidents:

Total number of property damage only accidents:

Signage:

Are there any existing advisory speed limit signs: NO

Advisory Speed: None

Locations: None

If posted at proposed speed, will there be any required advisory speed limit signs? YES Advisory Speed: 10 MPH (2)

If yes, location:

(1) curve at whispering pines rd S
(2) curve at end of road.

Is the road in the Police Jurisdiction of a municipality? NO

Has the municipality been advised of the proposed change? N/A

Recommendation to Baldwin County Commission:

Establish a speed limit of 25 MPH as
recommended.

Signature: Troy Smith

Date: 1/28/19



WHISPERING PINES RD SOUTH, WHISPERING PINES RD NORTH AND STRAWBERRY LN SPEED LIMIT



Baldwin County Highway Department
Speed Limit Change Checklist

Location: Poplar Road (End of Old Pavement to EOM)
Functional Classification: Local/Rural
Current Posted Limit: N/A MPH Proposed Limit: 25 MPH

Reason for Speed Limit Change:

This section of Poplar Rd is a recent dirt road paving project.

Latest Traffic Data:

Date traffic counters set out: 1/18/19 Length of Count: 72 Hrs
ADT: 89

85th percentile: 39 MPH Average: 31 MPH

Pace: 31-40 MPH

Percentage of Vehicle in Pace: 48.5 %

Percentage of Commercial Vehicles: 21 %

Roadway Geometry:

Are there any sight-distance issues? NO

If yes, explain:

None

Is the Clear Zone in compliance within established County standards? yes

Does the geometry of the roadway meet established County standards? yes

Method used to determine compliance:

Ball Bank (CARS): X Survey: Visual:

Roadway width: 20'
Roadway length: 0.59 miles

Density: Heavy: Moderate: Light: X

Accident data (previous three years): N/A

Total number of accidents:

Total number of fatality accidents:

Total number of injury accidents:

Total number of property damage only accidents:

Signage:

Are there any existing advisory speed limit signs: NO

Advisory Speed: None

Locations: None

If posted at proposed speed, will there be any required advisory speed limit signs? yes Advisory Speed: 15 mph

If yes, location:

(2) 1. curve at beginning of paving project
and 2. curve at halfway point of road.

Is the road in the Police Jurisdiction of a municipality? NO

Has the municipality been advised of the proposed change? N/A

Recommendation to Baldwin County Commission:

Establish speed limit of 25 mph as
recommended.

Signature: Troy Smith
Date: 1/28/19



POPLAR ROAD SPEED LIMIT



Baldwin County Highway Department
Speed Limit Change Checklist

Location: Bermuda Lane
Functional Classification: Local/Rural
Current Posted Limit: N/A MPH Proposed Limit: 25 MPH

Reason for Speed Limit Change:

Bermuda Lane is a recent DOT Road Paving
project and is currently posted.

Latest Traffic Data:

Date traffic counters set out: 2/5/19 Length of Count: 24 hrs Hrs
ADT: 44

85th percentile: 22 MPH Average: 13 MPH

Pace: 22-29 MPH

Percentage of Vehicle in Pace: 42.1 %

Percentage of Commercial Vehicles: < 1 %

Roadway Geometry:

Are there any sight-distance issues? NO

If yes, explain:

None

Is the Clear Zone in compliance within established County standards? yes

Does the geometry of the roadway meet established County standards: yes

Method used to determine compliance:

Ball Bank (CARS): Survey: Visual: ✓

Roadway width: 20'
Roadway length: 0.39 miles

Density: Heavy: Moderate: Light: ✓

Accident data (previous three years): N/A

Total number of accidents:

Total number of fatality accidents:

Total number of injury accidents:

Total number of property damage only accidents:

Signage:

Are there any existing advisory speed limit signs: NO

Advisory Speed: None

Locations: None

If posted at proposed speed, will there be any required advisory speed limit signs? NO Advisory Speed: None

If yes, location:

None

Is the road in the Police Jurisdiction of a municipality? NO

Has the municipality been advised of the proposed change? N/A

Recommendation to Baldwin County Commission:

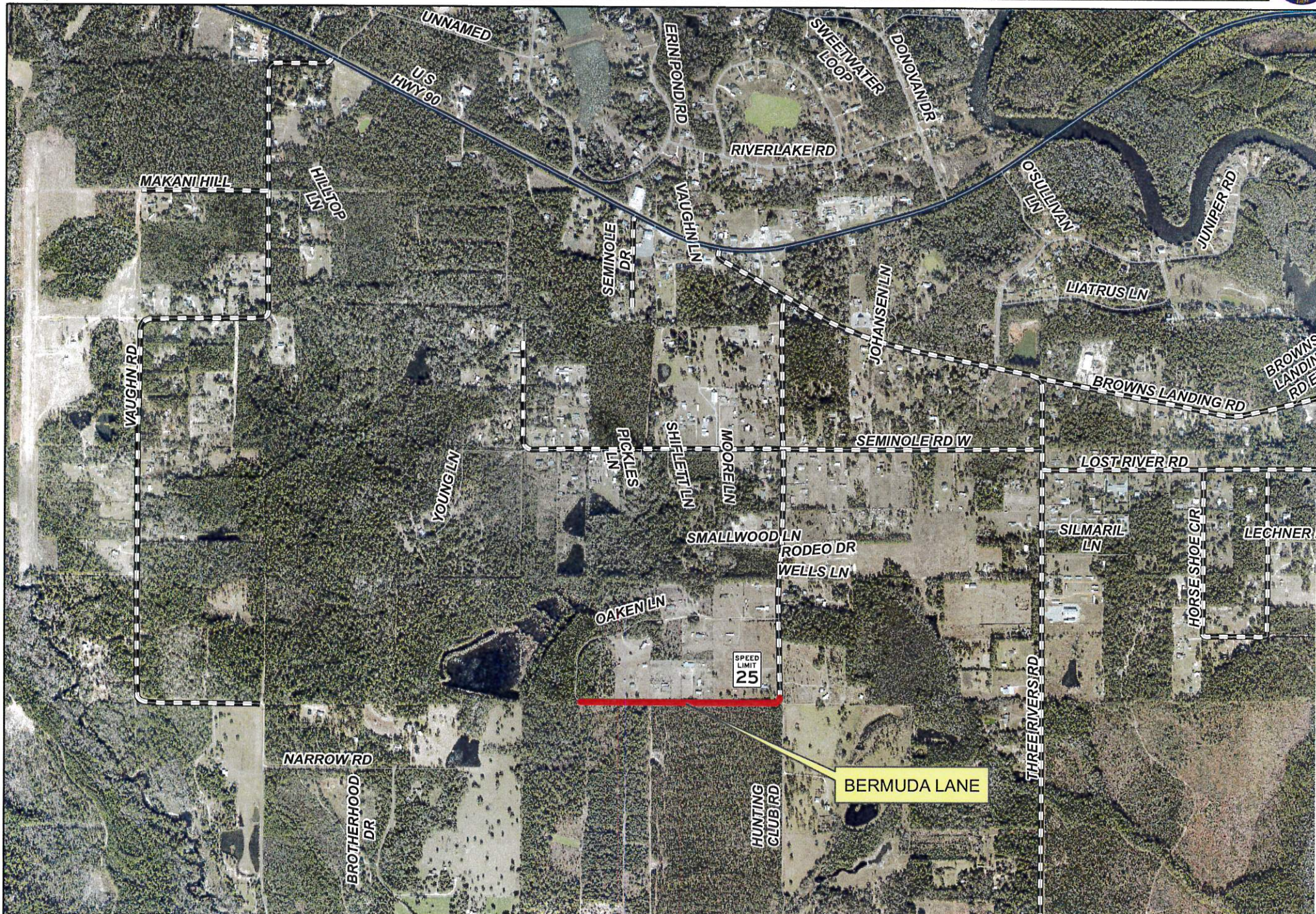
Establish a speed limit of 25 mph as recommended.

Signature: Troy Smith

Date: 2/11/19



BERMUDA LANE SPEED LIMIT



Baldwin County Highway Department
Speed Limit Change Checklist

Location: John Bauer Rd (CR55 west to Eom)
Functional Classification: Local/Rural
Current Posted Limit: N/A MPH Proposed Limit: 25 MPH

Reason for Speed Limit Change:

John Bauer Rd is a recent dirt road paving
project and is currently unposted.

Latest Traffic Data:

Date traffic counters set out: 2/8/19 Length of Count: 72 Hrs
ADT: 104
85th percentile: 37 MPH Average: 28 MPH
Pace: 21-30 MPH
Percentage of Vehicle in Pace: 41.9 %
Percentage of Commercial Vehicles: < 1 %

Roadway Geometry:

Are there any sight-distance issues? NO

If yes, explain:

None

Is the Clear Zone in compliance within established County standards? yes

Does the geometry of the roadway meet established County standards: yes

Method used to determine compliance:

Ball Bank (CARS): ✓ Survey: Visual:

Roadway width: 20'
Roadway length: 0.50 miles

Density: Heavy: Moderate: Light: ✓

Accident data (previous three years): N/A

Total number of accidents: 0

Total number of fatality accidents: 0

Total number of injury accidents: 0

Total number of property damage only accidents: 0

Signage:

Are there any existing advisory speed limit signs: NO

Advisory Speed: None

Locations: None

If posted at proposed speed, will there be any required advisory speed limit signs? NO Advisory Speed: None

If yes, location:

None

Is the road in the Police Jurisdiction of a municipality? NO

Has the municipality been advised of the proposed change? N/A

Recommendation to Baldwin County Commission:

Establish a speed limit of 25 mph
as recommended.

Signature: Troy Smith

Date: 2/11/19



JOHN BAUER RD (COUNTY RD 55 WEST TO EOM) SPEED LIMIT





Baldwin County Commission

Agenda Action Form

File #: 19-0752, **Version:** 1

Item #: C5

Meeting Type: BCC Work Session

Meeting Date: 2/26/2019

Item Status: New

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

Submitted by: Marinda Turner, Office Manager

ITEM TITLE

Transfer of Vehicle between the Highway Department and the Planning and Zoning Department

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the transfer, at no cost, of one (1) 2015 Ford Explorer (VIN 1FM5K8B86FGC08350) from the Highway Department (53100) to the Planning and Zoning Department (52730); and
- 2) Authorize the Chairman to execute the Fixed Asset Change Form.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Highway Department and Planning and Zoning Department are requesting approval of the transfer of vehicles between their departments.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff

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

Administrative Staff have Chairman execute the Fixed Asset Change Form and return to the Highway Department (Eric Scott).

Additional instructions/notes: N/A

COUNTY FIXED ASSET CHANGE FORM

Date of this report: 2/5/2019

Fixed Asset: 0008734 Year: 2015

Model: Ford Explorer

S/N: 1FM5K8B86FGC08350

Tag #: 55394CO

Mileage: N/A

Value: \$28,065.00

Subject to Commission approval, the fixed asset above of the

Highway - 53100 Department will be:


Transferred to: Planning and Zoning - 52730

Sold to: _____

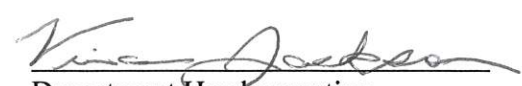
Stored at/for: _____

Scrapped because: _____

Other: _____



Department Head relinquishing
Fixed asset item



Department Head accepting
fixed asset item

APPROVED, Baldwin County Commission

Date Approved



Baldwin County Commission

Agenda Action Form

File #: 19-0770, **Version:** 1

Item #: D1

Meeting Type: BCC Work Session

Meeting Date: 2/26/2019

Item Status: New

From: Kimberly Creech, Clerk/Treasurer

Submitted by: Kimberly Creech, Clerk/Treasurer

ITEM TITLE

County Levies for Alcohol Licenses

STAFF RECOMMENDATION

Adopt the following Alcoholic Beverage Control (ABC) County license fees for upcoming Fiscal Year 2018-2019, and authorize the Chairman to execute the attached ABC form stating the adopted county license fees.

010 Lounge Retail Liquor - Class I - \$400.00
011 Lounge Retail Liquor - Class II - \$400.00
020 Restaurant Retail Liquor - \$400.00
031 Club Liquor - Class I - \$400.00
032 Club Liquor - Class II - \$1,010.00
040 Retail Beer (On or Off Premises) - \$75.00
050 Retail Beer (Off Premises Only) - \$50.00
060 Retail Table Wine (On or Off Premises) - \$75.00
070 Retail Table Wine (Off Premises Only) - \$75.00
080 Liquor Wholesale - \$665.00
090 Wholesale Beer Only - \$275.00
100 Wholesale Table Wine Only - \$275.00
110 Wholesale Table Wine & Beer - \$375.00
120 Warehouse License - \$265.00
130 Additional Warehouse - \$100.00
140 Special Events Retail - \$212.00
150 Special Retail - 30 Days or Less - \$134.00
160 Special Retail - More Than 30 Days - \$345.00
170 Retail Common Carrier - \$212.00
180 Manufacturer Denatured Alcohol - N/A
190 Manufacturer Alcohol Production Units - N/A
200 Manufacturer - \$110.00
210 Importer - \$250.00
220 Brewpub - \$500.00
230 International Motor Speed way - \$400.00

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Commission annually adopts a levy for county alcoholic beverage license fees for the upcoming fiscal year. The State ABC Board collects these fees and remits them to the County. The funds are deposited in the General Fund and in the amounts below:

FY 2001: \$ 97,300.00
FY 2002: \$109,175.00
FY 2003: \$107,475.00
FY 2004: \$110,050.00
FY 2005: \$111,175.00
FY 2006: \$124,975.00
FY 2007: \$114,750.00
FY 2008: \$139,771.00
FY 2009: \$162,384.00
FY 2010: \$158,881.00
FY 2011: \$159,231.00
FY 2012: \$155,559.00
FY 2013: \$152,252.00
FY 2014: \$150,985.00
FY 2015: \$151,260.00
FY 2016: \$157,018.00
FY 2017: \$159,549.00
FY 2018: \$154,710.00

There are 25 types of ABC licenses. For two (2) of them, the law allows for no County license fee. For ten (10) of them, the county license fee is at the legal maximum of one-half of the state license fee. There is no maximum County license fee set by law for the remaining 13 licenses. For several years prior to FY2005-2006, the Commission had set the county license fee for these 13 licenses equal to the state license fee. For the levy made for the year for FY2005-2006, the Commission increased the County license fees by about 25.0%. Last year the County Commission did not increase any license fees.

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: April 19, 2019

Individual(s) responsible for follow up: Finance & Accounting, Clerk Treasurer and Records Manager.

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

Adopted 2019-2020 levies will be signed by Chairman and sent to the ABC Board by April 19, 2019.

Attn: Courtney Craig
Alabama Alcoholic Beverage Control Board
Licensing and Compliance Division
2715 Gunter Park Drive West
Montgomery, Alabama 36109

Additional instructions/notes: N/A



**Alabama Alcoholic Beverage Control Board
Licensing and Compliance Division**

2715 Gunter Park Drive West
Montgomery, AL 36109
Phone: 334-213-6300
Fax: 334-213-6322

February 1, 2019

MEMORANDUM

To: All Wet County Commissions

From: Summer Childers
Licensing and Compliance Division Director

Subject: County Levies for Alcohol Licensing

Sec. 28-3A-4, Code of Alabama, requires the Alcoholic Beverage Control Board to collect all county license fees for all new license applications and renewed licenses. In order for this program to be set up for fiscal year 2019-2020, the **attached form must be completed** listing all amounts set by your county in column three (3). **If your county does not wish to make changes to the fees for a particular license type, please indicate that by writing "no change".**

Limitations of the maximum amount of county fees for the following ten (10) types of licenses have been set.

<u>Type</u>	<u>Maximum County Fee</u>
Retail Beer (On or Off Premises)	\$75.00
Retail Beer (Off Premises Only)	\$75.00
Retail Table Wine (On or Off Premises)	\$75.00
Retail Table Wine (Off Premises Only)	\$75.00
Wholesale Beer Only	\$275.00
Wholesale Table Wine Only	\$275.00
Wholesale Table Wine and Beer	\$375.00
Additional Warehouse Wine or Beer or Both	\$100.00
Importer	\$250.00
Brewpub	\$500.00

Please supply us with this information no later than **April 19, 2019**. This form must be signed by an authorized county official. Please return your completed document to Courtney.Craig@abc.alabama.gov or mail to the address above. **If there are any changes in your contact information, it is your responsibility to notify the ABC Board as soon as possible.**

Received by: _____

County: _____

COUNTY (02) BALDWIN 2019 - 2020

No Changes

TYPE LICENSE & CODE	*FILING FEE	STATE LICENSE FEE	COUNTY LICENSE FEE	RENEWAL TOTAL	NEW LICENSE TOTAL
010 - LOUNGE RETAIL LIQUOR - CLASS I	\$ 50.00	\$ 300.00	\$ 400.00	\$ 700.00	\$ 750.00
011 - LOUNGE RETAIL LIQUOR - CLASS II - (PACKAGE)	\$ 50.00	\$ 300.00	\$ 400.00	\$ 700.00	\$ 750.00
020 - RESTAURANT RETAIL LIQUOR	\$ 50.00	\$ 300.00	\$ 400.00	\$ 700.00	\$ 750.00
031 - CLUB LIQUOR - CLASS I	\$ 50.00	\$ 300.00	\$ 400.00	\$ 700.00	\$ 750.00
032 - CLUB LIQUOR - CLASS II	\$ 50.00	\$ 750.00	\$ 1,010.00	\$ 1,760.00	\$ 1,810.00
**					
040 - RETAIL BEER - (ON OR OFF PREMISES)	\$ 50.00	\$ 150.00	\$ 75.00	\$ 225.00	\$ 275.00
**					
050 - RETAIL BEER (OFF PREMISES ONLY)	\$ 50.00	\$ 150.00	\$ 50.00	\$ 200.00	\$ 250.00
**					
060 - RETAIL TABLE WINE (ON OR OFF PREMISES)	\$ 50.00	\$ 150.00	\$ 75.00	\$ 225.00	\$ 275.00
**					
070 - RETAIL TABLE WINE (OFF PREMISES ONLY)	\$ 50.00	\$ 150.00	\$ 75.00	\$ 225.00	\$ 275.00
080 - LIQUOR WHOLESALE	\$ 50.00	\$ 500.00	\$ 665.00	\$ 1,165.00	\$ 1,215.00
**					
090 - WHOLESALE BEER ONLY	\$ 50.00	\$ 550.00	\$ 275.00	\$ 825.00	\$ 875.00
**					
100 - WHOLESALE TABLE WINE ONLY - 16.5% OR LESS	\$ 50.00	\$ 550.00	\$ 275.00	\$ 825.00	\$ 875.00
**					
110 - WHOLESALE TABLE WINE & BEER COMBINED	\$ 50.00	\$ 750.00	\$ 375.00	\$ 1,125.00	\$ 1,175.00
120 - WAREHOUSE LICENSE	\$ 50.00	\$ 200.00	\$ 265.00	\$ 465.00	\$ 515.00
**					
130 - ADDITIONAL WAREHOUSE-WINE, BEER OR BOTH	\$ 50.00	\$ 200.00	\$ 100.00	\$ 300.00	\$ 350.00
140 - SPECIAL EVENTS RETAIL	\$ 50.00	\$ 150.00	\$ 212.00	\$ 362.00	\$ 412.00
150 - SPECIAL RETAIL LICENSE - 30 DAYS OR LESS	\$ 50.00	\$ 100.00	\$ 134.00	\$ 234.00	\$ 284.00
160 - SPECIAL RETAIL - MORE THAN 30 DAYS	\$ 50.00	\$ 250.00	\$ 345.00	\$ 595.00	\$ 645.00
170 - RETAIL COMMON CARRIER	\$ 50.00	\$ 150.00	\$ 212.00	\$ 362.00	\$ 412.00
200 - MANUFACTURER	\$ 50.00	\$ 500.00	\$ 110.00	\$ 610.00	\$ 660.00
**					
210 - IMPORTER	\$ 50.00	\$ 500.00	\$ 250.00	\$ 750.00	\$ 800.00
**					
220 - BREWPUB	\$ 50.00	\$ 1,000.00	\$ 500.00	\$ 1,500.00	\$ 1,550.00
230 - INTERNATIONAL MOTOR SPEEDWAY	\$ 50.00	\$ 300.00	\$ 400.00	\$ 700.00	\$ 750.00
240 - NON PROFIT - TAX EXEMPT		\$ -	N/A	N/A	N/A

* A \$50.00 non-refundable filing fee is charged to all new licenses.

** May not charge more than one-half of the state fee for this type of license.

SIGNED: _____
Authorized County Official

Chairman

Date



Baldwin County Commission

Agenda Action Form

File #: 19-0710, **Version:** 1

Item #: F1

Meeting Type: BCC Work Session

Meeting Date: 2/26/2019

Item Status: New

From: Mike Howell, CBO, CFM

Submitted by: Kim Nelson, Office Administrator, CFM

ITEM TITLE

Proposed Amendments to the Baldwin County Flood Damage Prevention Ordinance

STAFF RECOMMENDATION

Adopt the amended Baldwin County Flood Damage Prevention Ordinance which includes the new Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM), that will become effective April 19, 2019.

BACKGROUND INFORMATION

The Baldwin County Flood Damage Prevention Ordinance was last updated September 7, 2010. Baldwin County has received the new Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) maps, that will become effective on April 19, 2019, and makes it necessary to amend and update the current Baldwin County Flood Damage Prevention Ordinance.

The proposed changes were published in all Gulf Coast Media newspapers for a period of 4 weeks. A public Hearing will be held on February 27, 2019, to hear comments for or against amendments. This matter will be brought back to the Commission on March 6, 2019, for Commission consideration and adoption.

Previous Commission action/date: N/A

Background: N/A

FINANCIAL IMPACT

Total cost of recommendation: \$2,808.00

Budget line item(s) to be used: 52710-5253

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: Chairman to sign original Flood Damage Prevention Ordinance; Bay Minette Administration staff to upload to BCC Portal; Kim Nelson to upload amended document to interoffice portal, distribute copies to each office for staff and general public. Mike Howell to notify State NFIP Coordinator of final adoption.

Action required (list contact persons/addresses if documents are to be mailed or emailed): Email signed document to: Mike Howell, Building Official, Kim Nelson, Office Administrator

Additional instructions/notes: N/A

BALDWIN COUNTY FLOOD DAMAGE PREVENTION ORDINANCE

BALDWIN COUNTY COMMISSION

FLOOD DAMAGE PREVENTION ORDINANCE OF BALDWIN COUNTY, ALABAMA

Adopted by the Baldwin County Commission:	January 3, 1978
Amended by the Baldwin County Commission	February 17, 1987
Amended by the Baldwin County Commission:	April 19, 1994
Amended by the Baldwin County Commission:	June 7, 1994
Amended by the Baldwin County Commission:	January 18, 2000
Amended by the Baldwin County Commission:	October 15, 2002
Amended by the Baldwin County Commission:	April 5, 2005
Amended by the Baldwin County Commission:	April 21, 2009
Amended by the Baldwin County Commission:	September 7, 2010

BALDWIN COUNTY COMMISSION

As of amendments, September 7, 2010

Hon. Frank Burt, District 1
Hon. David E. Bishop, District 2
Hon. Wayne Gruenloh, District 3
Hon. Charles Gruber, District 4

Article 1. Statutory Authorization

The Legislature of the State of Alabama has in Title 11., Chapter 52, Sections 1 through 84, Title 41, Chapter 9, Section 166, and Title 11, Chapter 19, Sections 1 through 24, of the Code of Alabama 1975 authorized local governmental units to adopt regulations designed to promote the public health, safety and general welfare of its citizenry. Therefore, the County Commission of Baldwin County, Alabama does ordain as follows:

Section 1.1 Finding of Fact

- (a) The flood hazard areas of the County of Baldwin are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood relief and protection, and impairment of tax base, all of which adversely affect the public health, safety and general welfare.
- (b) The flood losses are caused by the occupancy in flood hazard areas of uses vulnerable to floods, which are inadequately elevated, flood-proofed, or otherwise unprotected from flood damages, and by the cumulative effect of obstructions in flood plains causing increases in flood heights and velocities.

Section 1.2 Statement of Purpose

It is the purpose of this ordinance to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas of provisions designed to:

- (a) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- (b) Restrict or prohibit uses which are dangerous to health, safety and property due to water or erosion hazards, or which increase flood heights, velocities, or erosion;
- (c) Control filling, grading, dredging and other development which may increase flood damage or erosion;

- (d) Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands, and;
- (e) Control the alteration of natural flood plains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters;

Section 1.3 Objectives

The objectives of this ordinance are:

- (a) To protect human life and health;
- (b) To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in flood plains;
- (c) To help maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize flood blight areas;
- (d) To minimize expenditure of public money for costly flood control projects;
- (e) To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (f) To minimize prolonged business interruptions; and,
- (g) To insure that potential home buyers are notified that property is in a flood area.

Article 2. Definitions

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

Addition (to an existing building): Any walled and roofed expansion to the perimeter of a building in which the addition is connected by a common load-bearing wall other than a fire wall. Any walled and roofed addition which is connected by a fire wall or is separated by independent perimeter load-bearing wall shall be considered “New Construction”.

Appeal: Request for a review of the Baldwin County Building Inspection Department’s interpretation of any provisions of this ordinance.

Area of shallow flooding: A designated A, AE, AH, AO, V or VE zone on a community’s Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one (1) to three (3) feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Appurtenant Structure: Means a structure which is on the same parcel of property as the principal structure to be insured and the use if which is incidental to use of the principal structure.

Area of special flood hazard: The land in the flood plain within a community subject to a 1% (one) percent or greater chance of flooding in any given year. In the absence of official designation by the Federal Emergency Management Agency (FEMA), areas of Special Flood Hazard area (SFHA) shall be those designated by the local community and referenced in Article 3, Section 3.2.

Base Flood: Means the flood having a 1% chance of being equaled or exceeded in any given year.

Basement: Any area of the building having its floor subgrade (below ground level) on all sides.

Breakaway wall: A wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

Building: See Structure

Coastal High Hazard Area: An area of special flood hazard extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. These areas are designated on a FIRM as Zones V 1-30, VE or V.

Development: Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations, and ~~permanent~~ storage of equipment or materials.

Elevated buildings: A non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, columns ~~or fill~~.

Existing construction: Any structure for which the “start of construction” commenced before the effective date of the FIRM or before January 3, 1978, for FIRMs effective before that date.

Existing Manufactured Home Parks or Subdivisions: A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of floodplain management regulations adopted by a community.

Expansion to an existing manufactured home park or subdivision: The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of roads, and either final site grading or the pouring of concrete pads).

Flood or flooding: A general and temporary condition of partial or complete inundation of normally dry land areas from:

- (a) The overflow of inland or tidal waters.
- (b) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood Hazard Boundary Map (FHBM): An official map of a community, issued by the Federal Insurance Administration (FIA), where the boundaries of the areas of Special Flood Hazard have been designated as Zone A.

Flood Insurance Rate Map (FIRM): An official map of the community, on which the FIA has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

Flood Insurance Study: An examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations.

Floodplain: Any land area susceptible to being inundated by water from any source.

Flood-proofing: Means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Floodway (Regulatory Floodway): The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Freeboard: Means a factor of safety usually expressed in feet above a flood level for purposes of flood plain management. “Freeboard” tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

Floor: Means the top surface of enclosed area in a building (including basement), i.e., top of slab in concrete construction or top of wood flooring in wood frame construction. The term does not include the floor of a garage used solely for parking vehicles.

Functionally dependent facility: A facility which cannot be used for its intended purpose unless it is located or carried out in close proximity to water, such as a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding, or ship repair facilities. The term does not include long-term storage, manufacture, sales, or service facilities.

Highest adjacent grade: The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historical structure: Any structure that is:

- (a) Listed individually in the National Register of Historic Places or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (c) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or;

- (d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either;
 - (1). By an approved state program as determined by the Secretary of the Interior, or
 - (2). Directly by the Secretary of the Interior in states without approved programs.

Levee: A man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee system: A flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Lowest floor: The lowest floor of the lowest enclosed area (including basements). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of other provisions of this ordinance. In V-zones the regulatory reference level is the lowest horizontal structural member.

Mangrove stand: An assemblage of mangrove trees which are mostly low trees noted for copious development of interlacing adventitious roots above the ground and which contain one or more of the following species: Black mangrove (Avicennia Nitida); Red mangrove (Rhizophora Mangle); White mangrove (Languncularia Racemosa); and Buttonwood (Conocarpus Erecta).

Manufactured home: A structure, transportable in one (1) or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term also includes park trailers, travel trailers, and similar transportable structures placed on a site for 180 consecutive days or longer and intended to be improved property.

Mean sea level: The average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For purposes of this ordinance, the term is synonymous with National Geodetic Vertical Datum (NGVD) of 1929 or other datum.

National Geodetic Vertical Datum (NGVD): As corrected in 1929 is a vertical control used as a reference for establishing varying elevations within the floodplain.

New construction: Any structure (see definition) of which the "start of construction" commenced after January 20, 1978, and includes any subsequent improvements to the structure.

New Manufactured home park or subdivision: A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after January 20, 1978.

Primary Frontal Dunes: Means a continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward and adjacent to the beach and subject to erosion and overtopping from high tides and waves during major coastal storms. The inland limit of the primary frontal dune occurs at the point where there is a distinct change from a relatively steep slope to a relatively mild slope.

Repetitive loss: Flood-related damages sustained by a structure on two (2) separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds twenty-five percent (25%) of the market value of the structure before the damages occurred.

Recreational vehicle: A vehicle which is:

- (a). Built on a single chassis;
- (b). Four hundred (400) square feet or less when measured at the largest horizontal projection;
- (c). Designed to be self-propelled or permanently towable by a light duty truck; and
- (d). Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Remedy A Violation: Means to bring the structure or other development into compliance with State or Local flood plain management regulations, or, if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the ordinance or other deterring future similar violations, or reducing Federal financial exposure with regard to the structure or other development.

Sand dunes: Naturally occurring accumulations of sand in ridges or mounds landward of the beach. Prohibits man-made alteration of sand dunes and mangrove stands within Zones V1-30, VE, and V on the community's FIRM which would increase potential flood damages.

Section 1316: No new flood insurance shall be provided for any property which the Administrator finds has been declared by a duly constituted State or Local Zoning Authority or other authorized public body, to be in violation of State or Local laws, regulations or ordinances which are intended to discourage or otherwise restrict land development or occupancy in flood prone areas.

Start of Construction: The date building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within one hundred eighty (180) days of the permit date. The actual start means the first placement of permanent construction of the structure such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation, and includes the placement of a manufactured home on a foundation. (Permanent construction does not include initial land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation of a basement, footings, piers and foundations or the erection of temporary forms; nor does it include the installation on the property of buildings appurtenant to the permitted structure, such as garages or sheds not occupied as dwelling units or part of the main building). (NOTE: Accessory structures are NOT exempt from any ordinance requirements). For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure: A walled and roofed building that is principally above ground, a manufactured home, a gas or liquid storage tank.

Substantial damage: Damage of any origin sustained by a structure whereby the cost of restoring the structure to it's before damaged condition would equal or exceed fifty (50%) of the market value of the structure before the damage occurred. Substantial damage also means flood-related damages sustained by a structure on two (2) separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds twenty-five percent (25%) of the market value of the structure before the damages occurred.

Substantial improvement: Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds fifty percent (50%) of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "repetitive loss" or "substantial damage", regardless of the actual repair work performed.

Substantially improved existing manufactured home parks or subdivision: Where repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds fifty percent (50%) of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

Variance: A grant of relief from the requirements of this ordinance which permits construction in a manner otherwise prohibited by this ordinance. Granting of a variance must be consistent with CFR 44, Granting of Variances and Exceptions.

Violation: Means the failure of a structure or other development to be fully compliant with the community's flood plain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance is presumed to be in violation until such time as that documentation is provided.

Article 3. General Provisions

Section 3.1 Land to which this Ordinance applies:

This ordinance shall apply to all areas of special flood hazards within the permitting jurisdiction of unincorporated areas of Baldwin County, Alabama.

Section 3.2 Basis for Area of Special Flood Hazard

The areas of Special Flood Hazard identified by the Federal Emergency Management Agency in its Flood Insurance Study (FIS), dated January 12, 1973, with accompanying maps and other supporting data and any revision thereto, are adopted by reference and declared a part of this ordinance.

Section 3.3 Establishment of a Development Permit to begin Construction

A Development Permit shall be required in conformance with the provisions of this ordinance prior to commencement of any development.

Section 3.4 Compliance

No structure or land shall hereafter be located, extended, converted or altered without full compliance with the terms of this ordinance and other applicable regulations.

Section 3.5 Abrogation and Greater Restrictions

This ordinance is not intended to repeal, abrogate, or impair any existing ordinance, easements, covenants, or deed restrictions. However, where this ordinance and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

Section 3.6 Interpretations

In the interpretation and application of this ordinance, all provisions shall be:

- (a) considered as minimum requirements;
- (b) liberally construed in favor of the governing body; and
- (c) deemed neither to limit nor repeal any other powers granted under state statutes.

Section 3.7 Warning and Disclaimer of Liability

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur; flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of Special Flood Hazard or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the Baldwin County, Alabama, or by any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made thereunder.

Section 3.8 Penalties for Violations and Fines

Persons in Violation. Any person who, or firm or corporation which, (a) violates any provision of the Baldwin County Flood Damage Prevention Ordinance or (b) erects, repairs, alters, constructs or reconstructs any building structure on land or water in violation of the Baldwin County Flood Damage Prevention Ordinance shall be in violation.

Fines. Any person who, or firm or corporation which, violates any of the Baldwin County Flood Damage Prevention Ordinance shall be fined not more than \$150.00 for each separate violation, plus all costs of court, with each day such violation continues constituting a separate violation. The fines provided for herein shall commence and accrue upon the violation of the Baldwin County Flood Damage Prevention Ordinance and/or posting of a notice of violation and/or the continuation of work following issuance of a stop work order. Said fines shall continue to accrue until paid, but shall not accrue during the pendency of a properly filed appeal to the Baldwin County Flood Damage Prevention Ordinance Board of Adjustment or court of competent jurisdiction.

Section 3.9 Additional Freeboard

Require an additional **freeboard of 3 foot** elevation to the current adopted **FEMA FIRM** (Flood Insurance Rate Maps), panel numbers as follows:

860L	865L	870L	953L	954L
955L	958L	959L	960L	961L
962L	966L	980L		

Article 4 Administration

Section 4.1 Designation of Baldwin County Building Official

The Baldwin County Building Official is hereby appointed to administer and implement the provisions of this ordinance.

Section 4.2 Permit Procedures

Application for a Development Permit shall be made to the Baldwin County Building Official on forms furnished by the Building Inspection Department to any development activities, and may include but shall not limited to the following: Plans in duplicate drawn to scale showing the elevations of the area in question and the nature, location, dimensions of existing or proposed structures, fill placement, storage of materials or equipment, and drainage facilities. Specifically, the following information is required:

- (1) Application Stage
 - (a). Elevation in relation to mean sea level (or highest adjacent grade) of the lowest regulatory floor level, including basement, of all proposed structures;
 - (b). Elevation in relation to mean sea level to which any nonresidential structure will be flood-proofed;
 - (c). Design certification from a registered, State of Alabama licensed professional engineer or architect that any proposed nonresidential flood-proofed structure will meet the flood proofing criteria in Article 5, 5.4 (b);
 - (d). Design certification from a registered, State of Alabama licensed professional engineer or architect that any new construction or substantial improvement placed in a Coastal High Hazard Area will meet the criteria of Article 5, Section 5.5 (b), (c), (d);
 - (e). Description of the extent to which any water course will be altered or relocated as a result of a proposed development.

(2) Construction Stage

For all new construction and substantial improvements, the permit holder shall provide to the Building Official a regulatory floor elevation or flood-proofing level using appropriate FEMA elevation or flood-proofing certificate immediately after the lowest floor or flood-proofing is completed. Where a structure is subject to the provisions applicable to Coastal High Hazard Areas, after placement of the lowest horizontal structural members, any regulatory floor certification made relative to mean sea level shall be prepared by or under the direct supervision of a State of Alabama registered land surveyor or professional engineer and certified by the same. When flood-proofing is utilized for nonresidential structures, said certification shall be prepared by or under the direct supervision of a State of Alabama licensed professional engineer or architect and certified by the same.

Any work undertaken prior to submission of all necessary Federal, State and Local permits shall be at the permit holder's risk.

The Building Official shall review the above referenced submitted certification data. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further progressive work being allowed to proceed. Failure to submit certification or failure to make said corrections required hereby shall be cause to issue a stop work order for the project.

Section 4.3 Duties and responsibilities of the Baldwin County Building Official

Duties of the Building Official shall include, but not be limited to:

- (a). Review all development permits to assure that the permit requirements of this ordinance have been satisfied; and, assure that sites are reasonably safe from flooding.
- (b). Review proposed permit application to assure that all necessary permits have been received from governmental agencies from which approval is required by Federal and State law, including Section 404.
- (c). When base flood elevation data or floodway data have not been provided in accordance with Section 3.2, the Building Official shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a Federal or State agency of other sources in order to administer the provisions of Article 5.
- (d). Verify and record the actual elevation in relation to mean sea level (or highest adjacent grade) of the regulatory floor level, including basement,

of all new construction or substantially improved structures in accordance with Section 4.2 (2).

- (e). Verify and record the actual elevation, in relation to mean sea level, to which any new or substantially improved structures have been flood-proofed, in accordance with Article 5, Section 5.4 (b).
- (f). When flood-proofing is utilized for a structure, the Building Official shall obtain certification of design criteria from a State of Alabama registered professional engineer or architect in accordance with Article 4.2 (1),(b), and/or Section 5.4 B.
- (g). Obtain design certification from a State of Alabama registered professional engineer or architect that any new construction or substantial improvement placed in a Coastal High Hazard Area will meet the criteria in Section 5.5.
- (h). Notify adjacent communities and the Alabama Department of Economic & Community Affairs, Office of Water Resources, NFIP State Coordinator's office prior to any alteration or relocation of a watercourse and submit evidence of such notification to the Federal Emergency Management Agency (FEMA) and the Alabama Emergency Management Agency (AEMA).
- (i). For any altered or relocated watercourse, submit engineering data/analysis within six (6) months to FEMA and ADECA/OWA/NFIP to ensure accuracy of community flood maps through the Letter of Map Revision process. Assure flood carrying capacity of any altered or relocated watercourse is maintained.
- (j). Where interpretation is needed as to the exact location boundaries of the areas of Special Flood Hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), the Building Official shall make the necessary interpretation. Any person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this ordinance.
- (k). All records pertaining to the provisions of this ordinance shall be maintained in the office of the Building Official and shall be open for public inspection.

Article 5. Provisions of Flood Hazard Reduction

Section 5.1 General Standards

In all areas of Special Flood Hazard, the following provisions are required:

- (1). New construction and substantial improvements of existing structures shall be anchored to prevent flotation, collapse or lateral movement of the structure;
- (2). New construction and substantial improvements of existing structures shall be constructed with materials and utility equipment resistant to flood damage;
- (3). New construction and substantial improvements of existing structures shall be constructed by methods and practices that minimize flood damage.
- (4). Elevated Buildings

All new construction or substantial improvements of existing structures that include ANY fully enclosed area located below the lowest floor formed by foundation and other exterior walls shall be designed so as to be an unfinished or flood resistant enclosure. The enclosure shall be designed to equalize hydrostatic flood forces on Exterior walls by allowing for the automatic entry and exit of flood waters.

- (a). Designs for complying with this requirement must either be certified by a State of Alabama professional engineer or architect or meet the following minimum criteria:
 - (i). Provide a minimum of two (2) openings having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding;
 - (ii). The bottom of all openings shall be no higher than one (1) foot above grade; and
 - (iii). Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwater in both directions.
- (b). So as to not violate the “Lowest Floor” criteria of this ordinance, the unfinished or flood resistant enclosure shall only be used for parking of vehicles, limited storage of maintenance equipment used in connection with the premises, or entry to the elevated area; and

- (c). The interior portion of such enclosed area shall not be partitioned or finished into separate rooms.
- (5). All heating and air conditioning equipment and components, all electrical, ventilation, plumbing, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
- (6). Manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This standard shall be in addition to and consistent with applicable state requirements for resisting wind forces.
- (7). New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.
- (8). New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharge from the systems into flood waters.
- (9). On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
- (10). Any alteration, repair, reconstruction or improvement to a structure which is not in compliance with the provisions of this ordinance shall be undertaken only if the nonconformity is not furthered, extended or replaced.

Section 5.2 Specific Standards

In all areas of Special Flood Hazards where base flood elevations data have been provided, the following provisions are required:

(1). Residential and non-residential construction

New construction or substantial improvement of any structure (or manufactured home) shall have the lowest floor, including basement, elevated no lower than the base flood elevation as shown on the most current FEMA flood maps.

(2). Nonresidential Construction

New construction or the substantial improvement of any nonresidential structure located in AE, or AH zones may be flood-proofed in lieu of

elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be water tight to one (1) foot above the base flood elevation, with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A State of Alabama registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the Building Official as set forth above and in Section 4.3 (F). Flood proofing is not allowed within any “V” FEMA flood zone.

(3). Standards for Manufactured Homes and Recreational Vehicles

Where base flood elevation data is available:

- (a). All manufactured homes placed on/or substantially improved:
 - (i). On individual lots or parcels, or
 - (ii) In new or substantially improved manufactured home parks or subdivisions, or
 - (iii) in expansions to existing manufactured home parks or subdivisions, or
 - (iv) on a site in an existing manufactured home park or subdivisionWhere a manufactured home has incurred “substantial damage” as the result of a flood, must have the lowest floor, including the basement, elevated to or above base flood elevation, or
- (b). Manufactured homes placed or substantially improved in an existing manufactured home park or subdivision must be elevated:
 - (i). The lowest floor of the manufactured home is elevated to the base flood elevation or the lowest horizontal structural member is to base flood elevation in VE zones.
 - (ii) In “A” zones the finished floor must be at or above the base flood elevation.
 - (iii) In “V” zones the lowest horizontal structural member must be at or above base flood elevation.
- (c). All manufactured homes must be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement. (Refer to Section 3 (a) above)
- (d). All recreational vehicles placed on sites must either:

- (i). Be on the site for fewer than 180 consecutive days, fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached structures or additions; or
- (ii). The recreational vehicle must meet all the requirements for New Construction, including the anchoring and elevation requirements of Section 5.2 (1).

(4) Floodway

Areas designated as Floodways are those located within areas of Special Flood Hazard established in Section 3.2. A floodway may be an extremely hazardous area due to velocity flood waters, debris and erosion potential. In addition, the area must remain free of encroachment in order to allow for the discharge of the base flood without increased flood heights. Therefore, the following provisions shall apply:

- (a). The community shall select and adopt a regulatory floodway based on the principle that the area chosen for the regulatory floodway must be designed to carry the waters of the base flood, without increasing the water surface elevation of that flood more than one foot at any point.
- (b). Encroachments are prohibited, including fill, new construction, substantial improvements or other development within the regulatory floodway. Development may be permitted however, provided it is demonstrated through hydrological and hydraulic analyses performed in accordance with standard engineering practice that the encroachment shall not result in any increase in flood levels or floodway widths during a base flood discharge. A State of Alabama registered professional engineering must provide supporting technical data and certification thereof.
- (c). Require until a regulatory floodway is designated, that no new construction, substantial improvements, or other development (including fill) shall be permitted with Zone A 1-30 and AE on the FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the unincorporated area of Baldwin County.

- (d.) Only if Article 5, Section 5.2 (4) (a) is satisfied, then any new construction or substantial improvements shall comply with all other applicable flood hazard reduction provisions of Article 5.

Section 5.3 Building Standards for Streams without Established Base Flood elevations and/or Floodway (A zones)

Located within areas of Special Flood Hazard established in Section 3, where streams exist but no base flood data has been provided (A zones), OR where base flood data has been provided but a floodway has not been delineated, the following provisions shall apply:

- (a). When base flood elevation data or floodway data have not been provided in accordance with Section 3, then the Building Official shall obtain, review, and reasonably utilize any scientific or historic base flood elevation and floodway data available from a Federal, State, or other sources, in order to administer the provisions of Article 5. ONLY if data are not available from these sources, then the following provisions shall apply.
- b). No encroachment, including structures or fill material, shall be located within an area equal to the width of the stream or twenty-five (25) feet, whichever is greater, measured from the top of the stream bank, unless certification from a State of Alabama registered professional engineer is provided demonstrating that such encroachment shall not result in any increase in flood levels during the occurrence of the base flood discharge.
- (c). In special flood hazard areas without base flood elevation data, new construction and substantial improvements of existing structures shall have the lowest floor of the lowest enclosed area (including basement) elevated no less than three (3) feet above the highest adjacent grade at the building site. Openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with the standards Article 5, Section 5.1 (4) (a) “elevated Buildings”. The Building Official shall certify the lowest floor elevation and the record shall become a permanent part of the permit file.

Section 5.4 Standards for Areas of Shallow Flooding (AO zones)

Areas of Special Flood Hazard established in Section 3.2 may include designed “AO” shallow flooding areas. These areas have base flood depths of one (1) to three (3) feet above ground with no clearly defined channel. The following provisions apply:

- (a). All new construction and substantial improvements of residential and non residential structures shall have the lowest floor, including basement, elevated to the flood depth number specified on the Flood Insurance Rate Map (FIRM) above the highest adjacent grade. If no flood depth number is specified, the lowest floor, including basement, shall be elevated at least two (2) feet above the highest adjacent grade. Openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with standards of Article 5, Section 4, “Elevated Buildings”. The Building Official shall certify the lowest floor elevation level and the record shall become a permanent part of the permit file.
- (b). New construction and substantial improvement of a nonresidential structure may be flood-proofed in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designated to be water tight to the specified FIRM flood level plus two (2) feet above highest adjacent grade, with walls substantially impermeable to the passage of water and structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A State of Alabama registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the Building Official as set forth above and as required in Article 4, Section 4.2 (1), (c).
- (c). Drainage paths shall be provided to guide floodwater around and away from any proposed structure.

Section 5.5 Coastal High Hazard Areas (V zones)

Located within the areas of Special Flood Hazard established in Article 3, Section 3.2 are areas designated as Coastal High Hazard Areas (V zones). These areas have special flood hazards associated with wave action and storm surge; therefore, the following provisions shall apply:

- (a). Provide that all new construction within Zone V1-30, VE and V on the community’s FIRM is located landward of the reach of mean high tide;
- (b). All new construction and substantial improvements of existing structures shall be elevated on piers, columns, or shear walls parallel to the flow of water so that the bottom of the lowest horizontal structural member (excluding pilings or columns) is located no lower than the base flood elevation. Breakaway walls must be designed by a State of Alabama registered professional engineer or architect. All space below the lowest supporting member shall remain free of obstruction. Open lattice work or

decorative screening may be permitted for aesthetic purposes only and must be designed to wash away in the event of abnormal wave action.

- (i). Design safe loading resistance of each breakaway wall shall not be less than 10 or more than 20 pounds per square foot; or,
- (ii). If more than 20 pounds per square foot a State of Alabama registered professional engineer or architect shall certify that the design wall collapse would result from a water load less than that which would occur during the base flood event and the elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement or other structural damage due to the effects of wind and water loads acting simultaneously on all building components during the base flood event. Maximum wind and water loading values to be used in this determination shall each have one percent (1%) chance of being equaled or exceeded in any given year (100-year mean recurrence interval).
- (c). All new construction or substantial improvements of existing structures shall be securely anchored on pilings, columns or shear walls;
- (d). All pile and column foundations and the structures attached thereto shall be anchored to resist floatation, collapse, and lateral movement due to the combined effects of wind and water loads acting simultaneously on ALL building components, both nonstructural and structural.
- (e). A State of Alabama registered engineer or architect shall certify that the design, specifications and plans for construction are in full compliance with the provisions of this ordinance.
- (f). There shall be no fill material used as structural support. Non-compacted fill may be used around the perimeter of a building for landscaping/aesthetic purposes provided the fill will wash out from storm surge, (thereby rendering the building free of obstruction) prior to generating excessive loading forces, ramping effects, or wave deflection. The Building Official shall approve design plans for landscaping/aesthetic fill only after applicant has provided an analysis by a registered State of Alabama engineer or architect and/or soil scientist which demonstrates the following factors have been fully considered:
 - (i). Particle composition of fill material does not have a tendency for excessive natural compacting;
 - (ii). Volume and distribution of fill will not cause wave defection to adjacent properties; and,
 - (iii). Slope of fill will not cause wave run-up or ramping.

- (g). There shall be no alteration of sand dunes or mangrove stands which would increase potential flood damage.
- (h). Any alteration, repair, reconstruction, or substantial improvement to a structure shall not enclose the space below the lowest supporting members, except with breakaway walls.
- (i). The placement of a manufactured home or mobile home within a V or VE zone shall meet the requirements of Article 5, Section 5.5.

Section 5.6 Standards for Subdivisions

- (a). All subdivision proposals shall be consistent with the need to minimize flood damage;
- (b). All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;
- (c). All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards, and;
- (d). Base flood elevation data shall be provided for subdivision proposals and all other proposed development including manufactured home parks and subdivisions greater than fifty (50) lots or five (5) acres, whichever is less.

Article 6 Variance Procedures

- (1). The Building Inspection Department Board of Adjustments as established by the County Commission shall hear and decide requests for appeals or variances from the requirements of this ordinance.
- (2). The Board shall hear and decide appeals when it is alleged an error in any requirement, decision, or determination is made by the Building Official in the enforcement or administration of this ordinance.
- (3). Any person aggrieved by the decision of the Board of Adjustments may appeal such decision to the Circuit Court.
- (4). Variances may be issued for the repair or rehabilitation of Historic Structures upon a determination that the proposed repair or rehabilitation

will not preclude the structure's continued designation as an Historic Structure and the variance is the minimum to preserve the historic character and design of the structure.

- (5). Variances may be issued for development necessary for the conduct of a functionally dependent use, provided the criteria of this Section are met, no reasonable alternative exists, and the development is protected by methods that minimize flood damage during the base flood and create no additional threats to public safety.
- (6). Variances shall not be issued within any designated floodway if ANY increase in flood levels during the base flood discharge would result.
- (7). In reviewing such requests, the Building Inspection Department Board of Adjustments shall consider all technical evaluations, relevant factors, and all standards specified in this and other sections of this ordinance.
- (8). **Conditions for variances:**
 - (A). A variance shall only be issued when there is:
 - (i). A finding of good and sufficient cause,
 - (ii). A determination that failure to grant the variance would result in exceptional hardship; and,
 - (iii). A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
 - (B). A community shall notify the applicant in writing over the signature of the Building Official that (i) the issuance of a variance to construct a structure below base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25.00 for \$100.00 of insurance coverage and (ii) such construction below the base flood level increases risks to life and property.
 - (C). The Building Official shall maintain the records of all appeal actions and report any variances to the Federal and State Emergency Management Agencies upon request.

Section 7 Severability

If any section, clause, sentence, or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, than said holding shall in no way effect the validity of the remaining portions of this ordinance.

Adopted on January 3, 1978

BY: ALTON WHITE
Chairman

Certified by: DAVID C. WOOD
Administrator

FLOOD DAMAGE PREVENTION ORDINANCE UNINCORPORATED BALDWIN COUNTY, ALABAMA

Adopted by the Baldwin County Commission:	January 3, 1978
Amended by the Baldwin County Commission:	February 17, 1987
Amended by the Baldwin County Commission:	April 19, 1994
Amended by the Baldwin County Commission:	June 7, 1994
Amended by the Baldwin County Commission:	January 18, 2000
Amended by the Baldwin County Commission:	October 15, 2002
Amended by the Baldwin County Commission:	April 5, 2005
Amended by the Baldwin County Commission:	April 21, 2009
Amended by the Baldwin County Commission:	September 7, 2010
Amended by the Baldwin County Commission:	March 6, 2019

BALDWIN COUNTY COMMISSION

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

ARTICLE 1

Statutory Authorization, Findings of Fact, Purpose And Objectives

SECTION A **STATUTORY AUTHORIZATION**

The Legislature of the State of Alabama has in Title 11, Chapter 19, Sections 1-24, Chapter 45, Sections 1-11, Chapter 52, Sections 1-84, and Title 41, Chapter 9, Section 166 of the Code of Alabama, 1975, authorized local government units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the County Commission, of Baldwin County, Alabama, does ordain as follows:

SECTION B **FINDINGS OF FACT**

- (1) The flood hazard areas of County of Baldwin , Alabama are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood relief and protection, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
- (2) These flood losses are caused by the occupancy in flood hazard areas of uses vulnerable to floods, which are inadequately elevated, flood proofed, or otherwise unprotected from flood damages, and by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities.

SECTION C **STATEMENT OF PURPOSE**

It is the purpose of this ordinance to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- (2) restrict or prohibit uses which are dangerous to health, safety and property due to water or erosion hazards, or which increase flood heights, velocities, or erosion;
- (3) control filling, grading, dredging and other development which may increase flood damage or erosion;
- (4) prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands; and
- (5) control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters.

SECTION D **OBJECTIVES**

The objectives of this ordinance are:

- (1) to protect human life and health;
- (2) to minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
- (3) to help maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize flood blight areas,
- (4) to minimize expenditure of public money for costly flood control projects;
- (5) to minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (6) to minimize prolonged business interruptions, and
- (7) to ensure that potential home buyers are notified that property is in a flood area.

ARTICLE 2 **GENERAL PROVISIONS**

SECTION A **LANDS TO WHICH THIS ORDINANCE APPLIES**

This ordinance shall apply to all Areas of Special Flood Hazard within the permitting jurisdiction of unincorporated Baldwin County, Alabama.

SECTION B **BASIS FOR AREA OF SPECIAL FLOOD HAZARD**

The Areas of Special Flood Hazard identified by the Federal Emergency Management Agency in its **Flood Insurance Study (FIS), dated January 12, 1973**, with accompanying maps and other supporting data **and any revision thereto**, are adopted by reference and declared a part of this ordinance. For those land areas acquired by a municipality through annexation, the current effective FIS and data for unincorporated Baldwin County are hereby adopted by reference.

SECTION C: **ESTABLISHMENT OF A FLOODPLAIN DEVELOPMENT PERMIT**

A Development Permit shall be required in conformance with the provisions of this ordinance **PRIOR** to the commencement of any development activities in identified areas of special flood hazard and **community flood hazard areas** within the community.

SECTION D. COMPLIANCE

No structure or land shall hereafter be located, extended, converted or altered without **full compliance** with the terms of this ordinance and other applicable regulations.

SECTION E. ABROGATION AND GREATER RESTRICTIONS

This ordinance is not intended to repeal, abrogate, or impair any existing ordinance, easements, covenants, or deed restrictions. However, where this ordinance and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION F. INTERPRETATION

In the interpretation and application of this ordinance all provisions shall be: (1) considered as minimum requirements; (2) liberally construed in favor of the governing body, and; (3) deemed neither to limit nor repeal any other powers granted under state statutes.

SECTION G. WARNING AND DISCLAIMER OF LIABILITY

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur; flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the Areas of Special Flood Hazard or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of Baldwin County, Alabama or by any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made thereunder.

SECTION H. PENALTIES FOR VIOLATION

- (1) Notice of Violation. If the community determines that an applicant or other responsible person has failed to comply with the terms and conditions of a permit, or the provisions of this ordinance, it shall issue a written notice of violation, by certified return receipt mail, to such applicant or other responsible person. Where the person is engaged in activity covered by this ordinance without having first secured a permit, the notice shall be served on the owner or the responsible person in charge of the activity being conducted on the site. The notice of violation shall contain:
 - (a) The name and address of the owner or the applicant or the responsible person;
 - (b) The address or other description of the site upon which the violation is occurring;
 - (c) A statement specifying the nature of the violation;
 - (d) A description of the remedial measures necessary to bring the action or inaction into compliance with the permit or this ordinance and the date for the completion of such remedial action;
 - (e) A statement of the penalty or penalties that may be assessed against the person to whom the notice of violation is directed, and;
 - (f) A statement that the determination of violation may be appealed to the community by filing a written notice of appeal within thirty days after the notice

of violation (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24-hour notice shall be sufficient).

- (2) Additional Enforcement Actions. If the remedial measures described in the Notice of Violation have not been completed by the date set forth for such completion in the Notice of Violation, any one or more of the following enforcement actions may be enacted against the person to whom the Notice of Violation was directed. Before taking any of the following actions or imposing any of the following penalties, the Building Official/Floodplain Administrator shall first notify the applicant or other responsible person in writing of its intended action. The Building Official/Floodplain Administrator shall provide reasonable opportunity, of not less than ten days (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24-hour notice shall be sufficient) to cure such violation. In the event the applicant or other responsible person fails to cure such violation after such notice and cure period, the Baldwin County Commission may take or impose any one or more of the following enforcement actions or penalties:

- (a) Civil penalties: Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$150.00 or imprisoned for not more than 30 days, or both, and in addition, shall pay all costs and expenses involved in the case: Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the Baldwin County Commission from taking such other lawful actions as is necessary to prevent or remedy any violation.
- (3) Administrative appeal; judicial review. Any person receiving a Notice of Violation may appeal the determination of the community, including but not limited to the issuance of a stop work order, the assessment of an administratively-imposed monetary penalty, the suspension, revocation, modification, or grant with condition of a permit by the community upon finding that the holder is in violation of permit conditions, or that the holder is in violation of any applicable ordinance or any of the community's rules and regulations, or the issuance of a notice of bond forfeiture.

The Notice of Appeal must be in writing and must be received within ten days from the date of the Notice of Violation. A hearing on the appeal shall take place within thirty days from the date of receipt of the Notice of Appeal by the Floodplain Administrator.

- (4) All appeals shall be heard and decided by the community's designated Appeal Board, which shall be Baldwin County Flood Damage Prevention Ordinance Board of Adjustment, or their designees. The Appeal Board shall have the power to affirm, modify, or reject the original penalty, including the right to increase or decrease the amount of any monetary penalty and the right to add or delete remedial actions required for correction of the violation and compliance with the community's flood damage prevention ordinance, and any other applicable local, state, or federal requirements. The decision of the Appeal Board shall be final.

- (5) A judicial review can be requested by any person aggrieved by a decision or order of the community, after exhausting his/her administrative remedies. They shall have the right to appeal de novo to the Baldwin County Circuit Court.

SECTION I. SAVINGS CLAUSE

If any section, subsection, sentence, clause, phrase, or word of this ordinance is for any reason held to be noncompliant with 44 Code of Federal Regulation 59-78, such decision shall not affect the validity of the remaining portions of this ordinance.

ARTICLE 3 **ADMINISTRATION**

SECTION A DESIGNATION OF FLOODPLAIN ADMINISTRATOR

The Baldwin County Building Official/Floodplain Administrator is hereby appointed to administer and implement the provisions of this ordinance.

SECTION B PERMIT PROCEDURES

Application for a Development Permit shall be made to the Floodplain Administrator on forms furnished by the community **PRIOR** to any development activities, and may include, but not be limited to, the following: Plans in duplicate drawn to scale showing the elevations of the area in question and the nature, location, dimensions, of existing or proposed structures, fill placement, storage of materials or equipment, and drainage facilities.

Specifically, the following procedures and information are required for all projects in the Special Flood Hazard Areas within the jurisdiction of unincorporated Baldwin County:

(1) Application Stage

Plot plans are to include:

- (a) The Base Flood Elevation (BFE) where provided as set forth in Article 2, Section B; Article 4, Section C; or Article 5, Section D;
- (b) Boundary of the Special Flood Hazard Area and floodway(s) as delineated on the FIRM or other flood map as determined in Article 2, Section B;
- (c) Flood zone designation of the proposed development area as determined on the FIRM or other flood map as determined in Article 2, Section B;
- (d) Elevation in relation to mean sea level (or highest adjacent grade) of the regulatory lowest floor level, including basement, of all proposed structures;
- (e) Elevation in relation to mean sea level to which any non-residential structure will be flood proofed;

- (f) Design certification from a registered professional engineer or architect that any proposed non-residential flood-proofed structure will meet the flood-proofing criteria of Article 4, Sections B(2) and E(2);
 - (g) Design certification from a registered professional engineer or architect that any new construction or substantial improvement placed in a Coastal High Hazard Area will meet the criteria of Article 4, Section G.
 - (h) A Foundation Plan, drawn to scale, that shall include details of the proposed foundation system to ensure all provisions of this ordinance are met. These details include, but are not limited to, the proposed method of elevation (i.e., fill, solid foundation perimeter wall, solid backfilled foundation, open foundation on columns/posts/piers/piles/shear walls) and description of any flood openings required in accordance with Article 4, Sections B(1), B(3), D(7), and E(1) when solid foundation perimeter walls are used.
 - (i) Usage details of any enclosed areas below the lowest floor shall be described.
 - (j) Plans and/or details for the protection of public utilities and facilities such as sewer, gas, electrical, and water systems to be located and constructed to minimize flood damage.
 - (k) Description of the extent to which any watercourse will be altered or relocated as a result of a proposed development including current and proposed locations of the watercourse. An engineering report shall be provided on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream. The affected properties shall be depicted on a map or on the plot plan.
 - (l) Certification of the plot plan by a licensed professional engineer or surveyor in the State of Alabama is required.
- (2) Construction Stage

For all new construction and substantial improvements, the permit holder shall provide to the Floodplain Administrator an as-built certification of the regulatory floor elevation or flood-proofing level using appropriate FEMA elevation or floodproofing certificate immediately after the lowest floor or flood proofing is completed.

- (a) When flood proofing is utilized for non-residential structures, said certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same.
- (b) **Any work undertaken prior to submission of these certifications shall be at the permit holder's risk.**
- (c) The Floodplain Administrator shall review the above referenced certification data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further progressive work being allowed to proceed. Failure to submit certification or failure to make said corrections required hereby, shall be cause to issue a stop-work order for the project.
- (d) The Floodplain Administrator shall make **periodic inspections** of projects during construction throughout the Special Flood Hazard Areas within the jurisdiction of the community to ensure that the work is being done according to the provisions of the local ordinance and the terms of the permit. Members of his or her

inspections/engineering department shall have a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction of the department at any reasonable hour for the purposes of inspection or other enforcement action.

- (e) The Floodplain Administrator may **revoke and require the return of the floodplain development permit** by notifying the permit holder in writing stating the reason(s) for the revocation. Permits shall be revoked for any substantial departure from the approved application, plans, and specifications; for refusal or failure to comply with the requirements of State or local laws; or for false statements or misrepresentations made in securing the permit. Any floodplain development permit mistakenly issued in violation of an applicable State or local law may also be revoked.

(3) Finished Construction

Upon completion of construction, a FEMA elevation certificate (FEMA Form 81-31), which depicts all finished construction elevations, is required to be submitted to the Floodplain Administrator prior to issuance of a Certificate of Occupancy.

- (a) If the project includes a floodproofing measure, a FEMA floodproofing certificate is required to be submitted by the permit holder to the Floodplain Administrator.
- (b) If the structure is located in a V-Zone, a V-Zone Certificate is required. The applicant shall use the community's certificate (if available) or develop one that includes the information in the certificate from FEMA's Home Builder's Guide to Coastal Construction Technical Fact Sheet No. 1.5 (2010). The certificate shall provide the following minimum design and construction requirements for the V-Zone:
- i A registered professional engineer or architect shall develop or review the structural design, specifications, and plans for the construction.
 - ii A registered professional engineer or architect shall certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the following criteria:
 - The bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated to or one foot above the Base Flood Elevation (BFE); and
 - The pile or column foundation and structure attached thereto is anchored to resist flotation, collapse, and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. Use ASCE 7-10, Minimum Design Loads for Buildings and Other Structures, for guidance.
 - iii The space below the lowest floor must be free of obstructions (e.g., building element, equipment, or other fixed objects that can transfer flood loads to the foundation, or that can cause floodwaters or waves to be deflected into the building), or must be constructed with non-supporting breakaway walls, open lattice, or insect screening.

- (c) The Building Official/Floodplain Administrator shall review the certificate(s) data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to Certificate of Compliance/Occupancy issuance.
- (d) In some instances, another certification may be required to certify corrected as-built construction. Failure to submit the certification or failure to make required corrections shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy.
- (e) Documentation regarding completion and compliance with the requirements stated in the permit application and with Article 3, Section B(1) of this ordinance shall be provided to the local Floodplain Administrator at the completion of construction or records shall be maintained throughout the Construction Stage by inspectors for the Floodplain Administrator. Failure to provide the required documentation shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy.
- (f) All records that pertain to the administration of this ordinance shall be maintained and made available for public inspection, recognizing that such information may be subject to the Privacy Act of 1974, as amended.

SECTION C DUTIES AND RESPONSIBILITIES OF THE ADMINISTRATOR

Duties of the Floodplain Administrator shall include, but shall not be limited to:

- (1) Review all development permits to assure that the permit requirements of this ordinance have been satisfied; and assure that development sites are reasonably safe from flooding.
- (2) Review copies of all necessary permits from governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334. Maintain such permits permanently with floodplain development permit file.
- (3) When Base Flood Elevation data or floodway data have not been provided in accordance with Article 2, Section B then the Floodplain Administrator shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a Federal, State, or other sources in order to administer the provisions of Article 4.
- (4) Verify and record the actual elevation in relation to mean sea level (or highest adjacent grade) of the regulatory floor level, including basement, of all new construction or substantially improved structures in accordance with Article 3, Section B.
- (5) Verify and record the actual elevation, in relation to mean sea level to which any new or substantially improved structures have been flood-proofed, in accordance with Article 4, Sections B(2) and E(2).
- (6) When flood proofing is utilized for a structure, the Floodplain Administrator shall obtain certification of design criteria from a registered professional engineer or architect in accordance with Article 3, Section B(1)(c) and Article 4, Section B(2) or E(2).
- (7) Notify adjacent communities and the Alabama Department of Natural Resources prior to any alteration or relocation of a watercourse and submit evidence of such notification to the

Federal Emergency Management Agency (FEMA), and the Alabama Department of Economic and Community Affairs/Office of Water Resources/NFIP State Coordinator's Office.

- (8) For any altered or relocated watercourse, submit engineering data/analysis within six (6) months to FEMA and State to ensure accuracy of community flood maps through the Letter of Map Revision process. Assure flood carrying capacity of any altered or relocated watercourse is maintained.
- (9) Where interpretation is needed as to the exact location of boundaries of the Areas of Special Flood Hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Floodplain Administrator shall make the necessary interpretation. Any person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this Ordinance.
- (10) All records pertaining to the provisions of this ordinance shall be maintained in the office of the Floodplain Administrator and shall be open for public inspection.

ARTICLE 4

PROVISIONS FOR FLOOD HAZARD REDUCTION

SECTION A GENERAL STANDARDS

In ALL Areas of Special Flood Hazard the following provisions are required:

- (1) Require copies of all necessary permits from governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334. Maintain such permits be on file.
- (2) New construction and substantial improvements of existing structures shall be anchored to prevent flotation, collapse and lateral movement of the structure.
- (3) New construction and substantial improvements of existing structures shall be constructed with materials and utility equipment resistant to flood damage.
- (4) New construction and substantial improvements of existing structures shall be constructed by methods and practices that minimize flood damage:
 - (a) All subdivision proposals shall be consistent with the need to minimize flood damage;
 - (b) All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;
 - (c) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards.

- (5) All heating and air conditioning equipment and components, all electrical, ventilation, plumbing, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
- (6) Manufactured homes shall be anchored to prevent flotation, collapse, and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This standard shall be in addition to and consistent with applicable State requirements for resisting wind forces.
- (7) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.
- (8) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.
- (9) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
- (10) Any alteration, repair, reconstruction or improvement to a structure which is not compliant with the provisions of this ordinance, shall be undertaken only if the non- conformity is not furthered, extended or replaced.
- (11) Proposed new construction and substantial improvements that are partially located in an area of special flood hazard shall have the entire structure meet the standards for new construction.
- (12) Proposed new construction and substantial improvements that are located in multiple flood hazard risk zones or in a flood hazard risk zone with multiple base flood elevations shall have the entire structure meet the standards for the most hazardous flood hazard risk zone and the highest base flood elevation.

SECTION B SPECIFIC STANDARDS

In ALL Areas of Special Flood Hazard designated as A1-30, AE, AH, A (with engineered or estimated base flood elevation), the following provisions are required:

- (1) Residential and Non-residential Structures - Where base flood elevation data is available, new construction and substantial improvement of any structure or manufactured home **shall have the lowest floor, including basement, elevated no lower than one foot above the base flood elevation.** Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with standards of Article 4, Section B(3).
- (2) Non-Residential Structures - New construction and substantial improvement of any non-residential structure located in A1-30, AE, or AH zones, may be floodproofed in lieu of elevation. **The structure, together with attendant utility and sanitary facilities, must be**

designed to be water tight to one (1) foot above the base flood elevation, with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the official as set forth above and in Article 3, Section C(6).

- (3) **Enclosures for Elevated Buildings** - All new construction and substantial improvements of existing structures that include **ANY fully enclosed area** below the base flood elevation, located below the lowest floor formed by the foundation and other exterior walls shall be designed so as to be an unfinished or flood resistant enclosure. The enclosure shall be designed to equalize hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of flood waters.
- (a) Designs for complying with this requirement must either be certified by a professional engineer or architect or meet the following minimum criteria:
 - (i) Provide a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding (if a structure has more than one enclosed area below the base flood elevation, each shall have openings on exterior walls);
 - (ii) The bottom of all openings shall be no higher than one foot above grade or floor;
 - (iii) Openings may be equipped with screens, louvers, valves and other coverings and devices provided they permit the automatic flow of floodwater in both directions.
 - (b) So as not to violate the "Lowest Floor" criteria of this ordinance, the unfinished or flood resistant enclosure shall only be used for parking of vehicles, limited storage of maintenance equipment used in connection with the premises, or entry to the elevated area.
 - (c) The interior portion of such enclosed area shall not be partitioned or finished into separate rooms. All interior walls, ceilings and floors below the base flood elevation shall be unfinished and/or constructed of flood resistant materials.
 - (d) Mechanical, electrical or plumbing devices shall not be installed below the Base Flood Elevation. The interior portion of such enclosed area(s) shall be void of utilities except for essential lighting and power as required.
- (4) **Standards for Manufactured Homes and Recreational Vehicles** - Where base flood elevation data are available:
- (a) All manufactured homes placed and substantially improved on:
 - (i) individual lots or parcels,
 - (ii) in new or substantially improved manufactured home parks or subdivisions,
 - (iii) in expansions to existing manufactured home parks or subdivisions, or
 - (iv) on a site in an existing manufactured home park or subdivision where a manufactured home has incurred "substantial damage" as the result of a

flood, must have the lowest floor including basement elevated no lower than one foot above the base flood elevation.

- (b) Manufactured homes placed and substantially improved in an existing manufactured home park or subdivision may be elevated so that either:
 - (i) the lowest floor of the manufactured home is elevated no lower than one foot above the level of the base flood elevation, or
 - (ii) where no Base Flood Elevation exists, the manufactured home chassis and supporting equipment is supported by reinforced piers or other foundation elements of at least equivalent strength and is elevated to a maximum of 60 inches (five feet) above grade and must also meet the standards of Article 4, Section D (5).
- (c) All Manufactured homes must be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.
- (d) All recreational vehicles placed on sites must either:
 - (i) be on the site for fewer than 180 consecutive days, fully licensed and ready for highway use if it is licensed, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached structures or additions; or
 - (ii) the recreational vehicle must meet all the requirements for "New Construction," including the anchoring and elevation requirements of Article 4, Section B, provisions (3)(a) and (3)(c).
- (5) Require, until a regulatory floodway is designated, that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the unincorporated Baldwin County FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.
- (6) Accessory Structures (also referred to as appurtenant structures) – Accessory structures include, but are not limited to, residential structures such as detached garages, storage sheds for garden tools or woodworking, gazebos, picnic pavilions, boathouses, small pole barns, and similar buildings. The following provisions apply to accessory structures built below the base flood elevation:
 - (a) A permit shall be required prior to construction or installation.
 - (b) Use must be restricted to parking of personal vehicles or limited storage (low-cost items that cannot be conveniently stored in the principal structure).
 - (c) Must be designed with an unfinished interior and constructed with flood damage-resistant materials below the BFE.
 - (d) Must be adequately anchored to prevent flotation, collapse, or lateral movement.
 - (e) Must have adequate flood openings as described in Article 4, Section A (5) and be designed to otherwise have low flood damage potential.
 - (f) Shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters.
 - (g) Any mechanical and other utility equipment in the structure must be elevated to or above the BFE or must be floodproofed.

- (h) Under limited circumstances communities may issue variances to permit construction of wet-floodproofed accessory structures. Communities should not grant variances to entire subdivisions for accessory structures, especially detached garages. Variances should only be reviewed and issued on an individual or case-by-case basis and be based on the unique characteristics of the site.

SECTION C FLOODWAYS

Located within Areas of Special Flood Hazard established in Article 2, Section B, are areas designated as floodway. A floodway may be an extremely hazardous area due to velocity floodwaters, debris or erosion potential. In addition, the area must remain free of encroachment in order to allow for the discharge of the base flood without increased flood heights. Therefore, the following provisions shall apply:

- (1) The community shall select and adopt a regulatory floodway based on the principle that the area chosen for the regulatory floodway must be designed to carry the waters of the base flood, without increasing the water surface elevation of that flood more than one foot at any point;
- (2) Encroachments are prohibited, including fill, new construction, substantial improvements or other development within the adopted regulatory floodway. Development may be permitted however, provided it is demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the encroachment **shall not result in any increase** in flood levels or floodway widths during a base flood discharge. A registered professional engineer must provide supporting technical data and certification thereof;
- (3) A community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community first applies for a conditional letter of map revision (CLOMR) and floodway revision, fulfills the requirements for such revisions as established under the provisions of § 65.12, and receives the approval of FEMA;
- (4) **ONLY** if Article 4, Section C, provisions (1) through (3) are satisfied, then any new construction or substantial improvement shall comply with all other applicable flood hazard reduction provisions of Article 4.

SECTION D BUILDING STANDARDS FOR STREAMS WITHOUT ESTABLISHED BASE FLOOD ELEVATIONS (APPROXIMATE A-ZONES)

Located within the Areas of Special Flood Hazard established in Article 2, Section B, where streams exist but no base flood data have been provided (Approximate A-Zones), the following provisions apply:

- (1) Base flood elevation data shall be provided for subdivision proposals and all other proposed development, including manufactured home parks and subdivisions, greater than fifty (50) lots or five (5) acres, whichever is the lesser.
- (2) When base flood elevation data or floodway data have not been provided in accordance with Article 2, Section B then the Floodplain Administrator shall obtain, review, and reasonably utilize any scientific or historic Base Flood Elevation and floodway data available from a Federal, State, or other source, in order to administer the provisions of Article 4. ONLY if data are not available from these sources, then Article 4, Section D, provisions (5) and (6) shall apply:
- (3) All development in Zone A must meet the requirements of Article 4, Section A and Section B(1) through B(4).
- (4) In special flood hazard areas without base flood elevation data, new construction and substantial improvements of existing structures shall have the lowest floor (for the lowest enclosed area; including basement) elevated no less than three (3) feet above the highest adjacent grade.
- (5) In the absence of a base flood elevation, a manufactured home must also meet the elevation requirements of Article 4, Section B(4)(b)(ii) in that the structure must be elevated to a maximum of 60 inches (5 feet).
- (6) Openings sufficient to facilitate automatic equalization of flood water hydrostatic forces on exterior walls shall be provided in accordance with standards of Article 4, Section B(3)(a). The Floodplain Administrator shall certify the lowest floor elevation level and the record shall become a permanent part of the permit file.

SECTION E STANDARDS FOR AREAS OF SHALLOW FLOODING (AO ZONES)

Areas of Special Flood Hazard established in Article 2, Section B may include designated "AO" shallow flooding areas. These areas have base flood depths of one to three feet (1'-3') above ground, with no clearly defined channel. The following provisions apply:

- (1) All new construction and substantial improvements of residential and nonresidential structures shall have the lowest floor, including basement, elevated above the highest adjacent grade at least as high as the depth number specified on the Flood Insurance Rate Map (FIRM) plus one foot of freeboard. **If no depth number is specified, the lowest floor, including basement, shall be elevated at least three (3) feet above the highest adjacent grade.** Openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with standards of Article 4, Section B(3), Enclosures for "Elevated Buildings.

The Floodplain Administrator shall certify the lowest floor elevation level and the record shall become a permanent part of the permit file.

- (2) New construction and the substantial improvement of a non-residential structure may be flood-proofed in lieu of elevation. **The structure, together with attendant utility and sanitary facilities, must be designed to be water tight to the specified flood level in Article 4, Section E(1) or three (3) feet (if no depth number is specified), above highest adjacent grade,** with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the official as set forth above and as required in Article 3, Section B(1)(c) and (2).
- (3) Drainage paths shall be provided to guide floodwater around and away from any proposed structure.

SECTION F. COASTAL HIGH HAZARD AREAS (V-ZONES & COASTAL AE ZONES)

Located within the areas of special flood hazard established in Article 2, Section B, are areas designated as Coastal High Hazard areas (V-Zones) and Coastal AE Zones. These areas have special flood hazards associated with wave action and storm surge; therefore, the following provisions shall apply, in addition to the standards of Article 4:

- (1) All new construction and substantial improvements of existing structures shall be located landward of the reach of the mean high tide.
- (2) All new construction and substantial improvements of existing structures shall be elevated on piles, columns, or shear walls parallel to the flow of water so that:
 - (a) The bottom of the lowest supporting horizontal structural member (excluding pilings or columns) is located no lower than one foot above the base flood elevation level. All space below the lowest supporting member shall remain free of obstruction.
 - (b) Open lattice work, breakaway walls, or decorative screening may be permitted for aesthetic purposes only and built in accordance with Article 4, Section G(5) below.
 - (c) All pile and column foundations and the structures attached thereto shall be anchored to resist flotation, collapse, and lateral movement due to the combined effects of wind and water loads acting simultaneously on ALL building components, both (non-structural and structural). Water loading values shall equal or exceed those of the base flood. Wind loading values shall be in accordance with the most current edition of the Baldwin County adopted building code.
- (3) All new construction and substantial improvements of existing structures shall be securely anchored on pilings, columns, or shear walls.
- (4) A registered professional engineer or architect shall certify that the design, specifications and plans for construction are in full compliance with the provisions contained in Article 4, Section G(2), (3), and (4) herein.
- (5) For all new construction and substantial improvements in VE Zones and Coastal AE Zones, the space below the lowest horizontal-supporting member must remain free of

obstruction. As an alternative, the space may be constructed with non-supporting breakaway walls, open wood or vinyl latticework, or insect screening which must be designed to break away or collapse under wind and water loads without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system. The following design specifications are required:

- (a) No solid walls shall be allowed, and;
- (b) Material shall consist of lattice or mesh screening only.
- (c) If aesthetic lattice work, breakaway walls, or screening is utilized, any enclosed space shall not be used for human habitation, but shall be designed to be used only for parking of vehicles, building access, or limited storage of maintenance equipment used in connection with the premises.
- (d) For the purpose of this section, a breakaway wall shall have a design safe loading resistance of not less than 10 and no more than 20 pounds per square foot. Breakaway wall enclosures shall not exceed 299 square feet. Use of breakaway walls which exceed a design safe loading resistance of 20 pounds per square foot (either by design or when so required by local codes) may be permitted only if a registered professional engineer or architect certifies that the designs proposed meet the following conditions:
 - (i) Breakaway wall collapse shall result from water load less than that which would occur during the base flood, and;
 - (ii) The effects of wind and water loads acting simultaneously on all building components (structural and nonstructural) must be taken into account. Water loading values used shall be those associated with the base flood. Wind loading values used shall be those requirements by state or local building codes.
- (6) Enclosures below elevated buildings shall be useable solely for storage, parking of vehicles, or building access. Such space will not be used for human habitation and not finished or partitioned into separate rooms.
- (7) Prior to construction, plans for any structure using lattice, breakaway walls, or decorative screening must be submitted to the Building Official/Floodplain Administrator for approval.
- (8) Any alteration, repair, reconstruction or improvement to any structure shall not enclose the space below the lowest floor except with lattice-work, breakaway walls, or decorative screening, as provided in this Section.
- (9) Obtain the elevation (in relation to mean sea level) of the bottom of the lowest structural *member* of the lowest floor (excluding pilings and columns) of all new and substantially improved structures in VE Zones and Coastal AE Zones. The Floodplain Administrator shall maintain a record of all such information.
- (10) The Building Official/Floodplain Administrator shall approve design plans for landscaping/aesthetic fill only after the applicant has provided an analysis by an

engineer, architect, and/or soil scientist, which demonstrates that the following factors have been fully considered:

- (a) Particle composition of fill material does not have a tendency for excessive natural compaction;
 - (b) Volume and distribution of fill will not cause wave deflection to adjacent properties; and
 - (c) Slope of fill will not cause wave run-up or ramping.
- (11) Under the buildings or structures, no fill may be used except for minor site grading for drainage purposes. Nonstructural fill may be used on coastal building sites for minor landscaping and site grading for drainage purposes to the extent that the fill does not interfere with the free passage of floodwaters and debris underneath the building or cause changes in flow direction during coastal storms. Changes to site grades, other than those prescribed, must be avoided as they can cause additional damage to buildings on the site or to adjacent buildings.
- (12) Prohibit man-made alteration of sand dunes or mangrove stands which would increase potential flood damage.
- (13) Permit recreational vehicles in VE Zones and Coastal AE Zones if they meet all of the requirements of Article 4, Section B(4)(d).

ARTICLE 5

VARIANCE PROCEDURES

SECTION A. DESIGNATION OF VARIANCE AND APPEALS BOARD

The Baldwin County Flood Damage Prevention Ordinance Board of Adjustments as established by the County Commission of Baldwin County, Alabama shall hear and decide requests for appeals or variance from the requirements of this ordinance.

SECTION B. DUTIES OF BOARD

The Board shall hear and decide appeals when it is alleged an error in any requirement, decision, or determination is made by the Building Official/Floodplain Administrator in the enforcement or administration of this ordinance. Any person aggrieved by the decision of the Baldwin County Flood Damage Prevention Ordinance Board of Adjustments may appeal such decision to the Baldwin County Circuit Court.

SECTION C. VARIANCE PROCEDURES

In reviewing requests for variance, the Baldwin County Flood Damage Prevention Ordinance Board of Adjustments shall consider all technical evaluations, relevant factors, and standards specified in other sections of this ordinance, and:

- (1) Variances may be issued for development necessary for the conduct of a functionally dependent use, provided the criteria of this Article are met, no reasonable alternative exists, the development is protected by methods that minimize flood damage during the base flood, and it creates no additional threats to public safety.
- (2) Variances shall not be issued within any designated floodway if ANY increase in flood levels during the base flood discharge would result.
- (3) The evaluation must be based on the characteristics unique to that property and not be shared by adjacent parcels. The characteristics must pertain to the land itself, not to the structure, its inhabitants, or its owners.
- (4) Variances should never be granted for multiple lots, phases of subdivisions, or entire subdivisions.
- (5) The danger of life and property due to flooding or erosion damage including materials that may be swept onto other lands to the injury of others.
- (6) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner and the community.
- (7) The safety of access to the property during flood conditions for daily traffic and emergency vehicles.
- (8) The importance of the services provided by the proposed facility to the community.
- (9) The necessity of the facility to be at a waterfront location, where applicable.
- (10) The compatibility of the proposed use with existing and anticipated development based on the community's comprehensive plan for that area.
- (11) The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site.
- (12) The costs associated with providing governmental services to the development during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and community infrastructure such as streets, bridges, and culverts.

Upon consideration of factors listed above, and the purpose of this ordinance, the Baldwin County Flood Damage Prevention Ordinance Board of Adjustments may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.

SECTION D. VARIANCES FOR HISTORIC STRUCTURES

Variances may be issued for the repair or rehabilitation of Historic Structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a Historic Structure and the variance is the minimum to preserve the historic character and design of the structure.

SECTION E. CONDITIONS FOR VARIANCES

The provisions of this Ordinance are minimum standards for flood loss reduction, therefore any deviation from the standards must be weighed carefully. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

- (1) A variance may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size, contiguous to and surrounded by lots with existing structures constructed below the base flood level, in conformance with the procedures of Sections E(3), E(4), F(1) and F(2) of this Article.
- (2) In the instance of a Historic Structure, a determination is required that the variance is the minimum necessary so as not to destroy the historic character and design of the building.
- (3) A variance shall be issued ONLY when there is:
 - (a) A finding of good and sufficient cause;
 - (b) A determination that failure to grant the variance would result in exceptional hardship; and
 - (c) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
- (4) A variance shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- (5) Variances shall not be issued “after the fact.”

SECTION F. VARIANCE NOTIFICATION AND RECORDS

- (1) Any applicant to whom a variance is granted shall be given written notice over the signature of a community official that specifies the difference between the base flood elevation and the elevation of the proposed lowest floor and stating that the issuance of such a variance could:
 - a. result in rate increases in the hundreds and possibly thousands of dollars annually depending on structure and site-specific conditions; and
 - b. increase the risk to life and property resulting from construction below the base flood level.

- (2) The Floodplain Administrator shall maintain a record of all variance actions and appeal actions, including justification for their issuance. Report any variances to the Federal Emergency Management Agency Region 4 and the Alabama Department of Economic and Community Affairs/Office of Water Resources upon request.
- (3) A copy of the notice shall be recorded by the Floodplain Administrator in the Office of the Building Inspection Department or Judge of Probate for Baldwin County, Recording Division and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.

ARTICLE 6

DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

Accessory Structure (also referred to as appurtenant structures) means a structure which is located on the same parcel of property as a principal structure to be insured and the use of which is incidental to the use of the principal structure. They should constitute a minimal initial investment, may not be used for human habitation, and be designed to have minimal flood damage potential. These structures are used solely for parking (two-car detached garages or smaller) or limited storage (small, low cost storage sheds). They are included under the general definition of structure and are consequently subject to all floodplain management regulations pertaining to structures.

Addition (to an existing building) means any improvement that increases the square footage of a structure. These include lateral additions added to the front, side, or rear of a structure, vertical additions added on top of a structure, and enclosures added underneath a structure. NFIP regulations for new construction apply to any addition that is considered a perimeter expansion or enclosure beneath a structure. If it is considered to be a substantial improvement (more than 50% of market value) to a structure, the existing structure will also need to be treated as new construction.

Depending on the flood zone and details of the project, the existing building may not have to be elevated. The determining factors are the common wall and what improvements are made to the existing structure. If the common wall is demolished as part of the project, then the entire structure must be elevated. If only a doorway is knocked through it and only minimal finishing is done, then only the addition has to be elevated.

Appeal means a request for a review of the Building Official/Floodplain Administrator interpretation of any provision of this ordinance.

Area of shallow flooding means a designated AO or AH Zone on a community's Flood Insurance Rate Map (FIRM) with base flood depths from one to three feet, and/or where a clearly defined

channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.

Area of special flood hazard (also see “Special flood hazard area”) means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. In the absence of official designation by the Federal Emergency Management Agency, Areas of Special Flood Hazard shall be those designated by the local community and referenced in Article 2, Section B.

Base flood means the flood having a one percent chance of being equaled or exceeded in any given year (also referred to as the “one percent chance flood”).

Base flood elevation means the computed elevation to which floodwater is anticipated to rise during the base flood. It is also the elevation of surface water resulting from a flood that has a 1% chance of equaling or exceeding that level in any given year. Base Flood Elevations are shown in the FIS and on the Flood Insurance Rate Map (FIRM) for zones AE, AH, A1–A30, AR, AR/A, AR/AE, AR/A1– A30, AR/AH, AR/AO, V1–V30 and VE.

Basement means any portion of a building having its floor sub grade (below ground level) on all sides.

Breakaway wall means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces without causing damage to the elevated portion of the building or the supporting foundation system. This is associated with VE Zone (coastal) construction

Building (also see **Structure**) means (1) A structure with 2 or more outside rigid walls and a fully secured roof, that is affixed to a permanent site; or (2) a manufactured home (a “manufactured home,” also known as a mobile home, is a structure built on a permanent chassis, transported to its site in 1 or more sections, and affixed to a permanent foundation); or (3) a travel trailer without wheels, built on a chassis and affixed to a permanent foundation, that is regulated under the community’s floodplain management and building ordinances or laws.

Coastal AE Zone means the portion of the Special Flood Hazard Area (SFHA) to be landward of a Velocity (VE) Zone or landward of an open coast or back-bay area without mapped V-Zones, in which the principal sources of flooding are astronomical tides, storm surges, seiches or tsunamis; not riverine sources. Coastal AE Zones may be subject to wave effects, velocity flows, erosion, scour or combinations of these forces. All community-identified or designated portions of the Special Flood Hazard Area (SFHA) between the landward limit of moderate wave action (the LiMWA or 1.5-foot breaking wave) and the landward limit of the V Zone boundary shall be regulated as VE Zones. Where no VE Zone is mapped in back-bay areas, the Coastal AE Zone is the portion between the high tide line and the landward limit of the 1.5-foot breaking wave.

Coastal Barrier Resources Act means the Coastal Barrier Resources Act of 1982 which prohibits the use of federal development assistance, including federal flood insurance, on property included in the System. While the act does not prevent property in coastal barriers from being developed, it helps to slow or discourage development by prohibiting the use of federal funds, including insurance and loans, from being used to build new property or replace or repair damaged property.

Coastal high hazard area means an area of special flood hazard, extending from offshore to the inland limit of the primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. The area is designated on the FIRM as VE Zone.

Community means a political entity and/or its authorized agents or representatives that have the authority to adopt and enforce floodplain ordinances for the area under its jurisdiction.

Development means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations, or storage of equipment or materials.

Elevated building means a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, pilings, posts, columns, piers, or shear walls.

Elevation Certificate means a FEMA form used as a certified statement that verifies a building's elevation information.

Encroachment means the advance or infringement of uses, plant growth, fill, excavation, buildings, structures or development into a floodplain, which may impede or alter the flow capacity of a floodplain.

Existing Construction means any structure for which the "start of construction" commenced before January 20, 1978 or before January 1, 1975, for FIRMs effective before that date. Existing construction may also be referred to as existing structures.

Existing manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum the installation of utilities, the construction of streets, and final site grading or the pouring of concrete pads) is completed before January 3, 1978.

Expansion to an existing manufactured home park or subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed, including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads.

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- a. The overflow of inland or tidal waters; or
- b. The unusual and rapid accumulation or runoff of surface waters from any source.
- c. Mudslides which are proximately caused by flooding as described in part "b." of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.

- d. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually highwater level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in part “a.” of this definition.

Flood Insurance Rate Map (FIRM) means an official map of a community, on which the Federal Emergency Management Agency has delineated the areas of special flood hazard and/or risk premium zones applicable to the community.

Flood Insurance Study/ Flood Elevation Study means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide and/or flood-related erosion hazards.

Floodplain means any land area susceptible to being inundated by water from any source.

Floodplain management regulations means this ordinance and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances, and other applications of police power which control development in flood-prone areas. This term describes federal, state, or local regulations in any combination thereof, which provide standards for preventing and reducing flood loss and damage.

Floodproofing means any combination of structural and nonstructural additions, changes or adjustments to structures, which reduce or eliminate risk of flood damage to real estate or improved real property, water and sanitation facilities or structures with their contents.

Floodway (Regulatory Floodway) means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Freeboard means a factor of safety usually expressed in feet above the Base Flood Elevation (BFE) for purposes of floodplain management which tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed. Used to determine the level for a building's lowest floor elevation or level of floodproofing required to be in compliance with the community's floodplain management regulations.

Functionally dependent facility means a facility which cannot be used for its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facility that are necessary for the loading and unloading of cargo or passengers, and shipbuilding, and ship repair facilities. The term does not include long-term storage or related manufacturing facilities.

Hardship (as related to variances of this ordinance) means the exceptional difficulty that would result from a failure to grant the requested variance. The Baldwin County Flood Damage Prevention Ordinance Board of Adjustments requires that the variance is exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is NOT exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

Highest adjacent grade means the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of a structure.

Historic Structure means any structure that is;

- a. Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- c. Individually listed on a state inventory of historic places and determined as eligible by states with historic preservation programs which have been approved by the Secretary of the Interior; or
- d. Individually listed on a local inventory of historic places and determined as eligible by communities with historic preservation programs that have been certified either:
 - i. By an approved state program as determined by the Secretary of the Interior, or
 - ii. Directly by the Secretary of the Interior in states without approved programs.

Levee means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee System means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Limit of Moderate Wave Action (LiMWA) means the limit of the AE Zone category area exposed to wave attack from waves greater than 1.5 feet during the base (one percent chance) flood on open coastal and inland areas exposed to erosion and wave propagation.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, used solely for parking of vehicles, building access, or storage, in an area other than a basement, is not considered a building's lowest floor, provided that

such enclosure is not built so as to render the structure in violation of other provisions of this ordinance.

Manufactured home means a building, transportable in one or more section, built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term also includes park trailers, travel trailers, and similar transportable structures placed on a site for 180 consecutive days or longer and intended to be improved property.

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value means the property value (as agreed between a willing buyer and seller), excluding the value of land as established by what the local real estate market will bear. Market value can be established by independent certified appraisal; replacement cost depreciated by age of building (Actual Cash Value); or adjusted assessed values.

Mean Sea Level means the average height of the sea for all stages of the tide. It is used as a reference for the base flood elevations shown on a community's Flood Insurance Rate Map (FIRM). For purposes of this ordinance, the term is synonymous with National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum.

National Flood Insurance Program (NFIP) means the federal program that makes flood insurance available to owners of property in participating communities nationwide through the cooperative efforts of the Federal Government and the private insurance industry

National Geodetic Vertical Datum (NGVD) means as corrected in 1929 is a vertical control used as a reference for establishing varying elevations within the floodplain.

New construction means ANY structure (see definition) for which the "start of construction" commenced after January 20, 1978 and includes any subsequent improvements (including additions) to such structures.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after January 20, 1978.

Non-Residential means, but is not limited to; small business concerns, churches, schools, farm buildings (including grain bins and silos), pool houses, clubhouses, recreational buildings, mercantile structures, agricultural and industrial structures, warehouses, and hotels and motels with normal room rentals for less than 6 months duration.

North American Vertical Datum (NAVD) of 1988 means a vertical control, corrected in 1988, used as a reference for establishing varying elevations within the floodplain.

Obstruction means, but is not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, channel construction, bridge, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation or other material in, along, across or projecting into any

watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water, or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.

Post-FIRM Construction means new construction and substantial improvements for which start of construction occurred after December 31, 1974, or on or after the effective date of the initial FIRM of the community, whichever is later.

Pre-FIRM Construction means new construction and substantial improvements for which start of construction occurred on or before December 31, 1974, or before the effective date of the initial FIRM of the community, whichever is later.

Primary frontal dune means a continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward and adjacent to the beach and subject to erosion and overtopping from high tides and waves during major coastal storms. The inland limit of the primary frontal dune occurs at the point where there is a distinct change from a relatively steep slope to a relatively mild slope

Public safety and nuisance means anything which is injurious to the safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

Primary frontal dune means a continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward and adjacent to the beach and subject to erosion and overtopping from high tides and waves during major coastal storms. The inland limit of the primary frontal dune occurs at the point where there is a distinct change from a relatively steep slope to a relatively mild slope.

Recreational vehicle means a vehicle which is:

- a. Licensed and titled as a recreational vehicle or park model;
- b. Built on a single chassis;
- c. 400 square feet or less when measured at the largest horizontal projection;
- d. Has no attached deck, porch, or shed;
- e. Has quick-disconnect sewage, water, and electrical connectors;
- f. Designed to be self-propelled or permanently towable by a light duty truck; and
- g. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory floodway see **Floodway**.

Remedy a violation means to bring the structure or other development into compliance with State or local floodplain management regulations, or, if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the ordinance or otherwise deterring future similar violations, or reducing Federal financial exposure with regard to the structure or other development.

Repetitive Loss means flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damages occurred.

Sand dunes means naturally occurring accumulations of sand in ridges or mounds landward of the beach.

Section 1316 means no new flood insurance policy or federal disaster assistance shall be provided for any property which the Administrator finds has been declared by a duly constituted State or local zoning authority or other authorized public body, to be in violation of State or local laws, regulations or ordinances which are intended to discourage or otherwise restrict land development or occupancy in floodprone areas. If the structure is made compliant with the applicable community's floodplain management ordinance, then the Section 1316 declaration can be rescinded by the community and flood insurance and disaster assistance eligibility restored.

Special flood hazard area (SFHA) means that portion of the floodplain subject to inundation by the base flood and/or flood-related erosion hazards as shown on a FHBM or FIRM as Zones A, AE, AH, AO, AR, AR/AE, AR/AO, AR/AH, AR/A, A99, or VE.

Start of construction (for other than new construction or substantial improvements under the **Coastal Barrier Resources Act** (Pub. L. 97-348)) means the date the development or building permit was issued (includes substantial improvement), provided the actual start of construction, repair, reconstruction, or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of the structure (including a manufactured home) on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation, and includes the placement of a manufactured home on a foundation.

“Permanent construction” does not include initial land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of buildings appurtenant to the permitted structure, such as garages or sheds not occupied as dwelling units or part of the main structure. (*NOTE: accessory structures are NOT exempt from any ordinance requirements*). For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure means a walled and roofed building, including a liquid or gas storage tank, that is principally above ground, as well as a manufactured home.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to it before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. Substantial damage also means flood related damages sustained by a structure on two separate occasions during a 10-year period for

which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damages occurred.

Substantial improvement means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the “start of construction” of the improvement. This term includes structures which have incurred “repetitive loss” or “substantial damage”, regardless of the actual repair work performed. The market value of the building should be (1) the appraised value of the structure prior to the start of the initial repair or improvement, or (2) in the case of damage, the value of the structure prior to the damage occurring.

For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the building. The term does not, however, include either:

- a. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or;
- b. Any alteration of a “historic structure”, provided that the alteration will not preclude the structure’s continued designation as a “historic structure”.

Substantially improved existing manufactured home parks or subdivisions is where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50 percent of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

VE Zone see Coastal High Hazard Area.

Variance means a grant of relief from the requirements of this ordinance which permits construction in a manner otherwise prohibited by this ordinance.

Violation means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in the Code of Federal Regulations (CFR) §44, Sec. 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) and corresponding parts of this ordinance is presumed to be in violation until such time as that documentation is provided.

Watercourse means any flowing body of water including a river, creek, stream, or a branch.

Water surface elevation means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum (NAVD) of 1988, (or other datum, where specified) of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

ARTICLE 7
SEVERABILITY

If any section, clause, sentence, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Ordinance.

Ordinance adopted on January 3, 1978.

BY: ALTON WHITE – Chairman – Baldwin County

(Signature of Governing Board)

Certified by: DAVID C. WOOD - Administrator

SEAL

Date: _____

ARTICLE 7
SEVERABILITY

If any section, clause, sentence, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Ordinance.

Ordinance adopted on _____.

BY: _____
Charles F. Gruber - Chairman, Baldwin County Commission

SEAL:

Certified By: _____
Ron C. Cink – Budget Director



Baldwin County Commission

Agenda Action Form

File #: 19-0705, **Version:** 1

Item #: G1

Meeting Type: BCC Work Session

Meeting Date: 2/26/2019

Item Status: New

From: Ronald J. Cink, Budget Director

Submitted by: Tawanda Gulley, Administrative Support Specialist III

ITEM TITLE

Baldwin County Commission District No. 1 Planning (Zoning) District Board of Adjustment (Greater North Baldwin County Area) - Board Appointments

STAFF RECOMMENDATION

Related to the Baldwin County Commission District No. 1 Planning (Zoning) District Board of Adjustment (Greater North Baldwin County Area), take the following actions:

- 1) Reappoint Ms. Charmein K. Moser as a regular member (Planning District 4 designee), for a three (3) year term, said term continuing from October 17, 2018, and expiring on October 17, 2021; and
- 2) Reappoint Ms. Christine Sullivan as an alternate member to Ms. Charmein K. Moser (Planning District 4 designee), for a three (3) year term, said term continuing from October 17, 2018, and expiring on October 17, 2021; and
- 3) Appoint Ms. Nancy Mackey as a regular member (Planning District 4 designee), for a pro-rata reduced three (3) year term, to fill the place seat formerly held by Mr. Charles Bankester, said term commencing March 6, 2019, and expiring on October 17, 2021; and
- 4) Thank Mr. Charles Bankester for his former civic service as a regular member of the board (Planning District 4 designee).

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Section 45-2-261 through Section 45-2-261.28 of the Code of Alabama 1975 (Baldwin County's enabling planning and zoning local legislation), sets forth, among other numerous things, the background on, and authority of, Board(s) of Adjustment. The last amendments to the aforementioned law were adopted by the Alabama Legislature through Act No. 2010-719 during the 2010 Regular Session of the Alabama Legislature.

The appointment processes related to the Boards of Adjustment as set forth in the aforementioned

Alabama law are as follows:

Establishment: "The Baldwin County Commission shall provide for the appointment of boards of adjustment ... [to,] ... in appropriate cases and subject to appropriate conditions and safeguards...make special exceptions to the terms of the ordinances and regulations ..."

Number/Geographic Boundaries: "Four district boards of adjustment shall be appointed by the Baldwin County Commission with the same boundaries as the county commission districts as currently provided for by law ..."

Jurisdiction: "If a planning district is in more than one commission district, the board of adjustment for the planning district shall be the board of adjustment for the county commission district which contains the greatest part of the planning district."

Composition: "Each board of adjustment shall consist of not less than three and not more than the same number of regular members as the number of planning districts within the jurisdiction of a board of adjustment."

"The board of adjustment for each county commission district shall be composed of at least one member from each planning district and shall reflect as nearly as practical the diversity of land use in the commission district."

Qualifications: "Each member of a board of adjustment shall be a qualified elector of a planning district within the territory of the respective board of adjustment."

"Not more than one member of a board of adjustment shall be directly engaged in real estate sales, development, or construction or a directly related field."

Terms of Office: (Regular Members) "Each regular member shall be appointed for a term of three years in such manner to serve staggered terms. A regular member shall continue service until a successor is duly appointed."

(Alternate Members) "In addition to the regular members provided for in this section, one alternate member for each regular member shall be appointed to serve on each board of adjustment only in the absence of the regular member for the place for which he or she was appointed an alternate and while serving shall have and exercise authority of a regular member. The alternate member shall have the same qualifications as a regular member and shall serve for a term concurrent with the regular member for the district."

Removal: "Members of each board of adjustment may be removed for cause by the Baldwin County Commission upon written charges and after a public hearing."

Vacancies: "Vacancies shall be filled for the unexpired term of any member whose term becomes vacant."

Initial Appointment: "The initial appointment of members of boards of adjustment and the alternates provided by Act 2006-609 shall be from nominations by the boards of adjustment of the local planning districts on April 26, 2006."

This requirement only applies to the initial appointment of the boards of adjustment. After the terms expire, the Baldwin County Commission may appoint persons meeting the appropriate qualifications

(Staff note)

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration

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

Charmein K. Moser
7489 Blakeley Oaks Drive S
Spanish Fort, Alabama 36527

Christine Sullivan
7506 Bladeley Oaks Drive S

Spanish Fort, Alabama 36527

Nancy Mackey
9180 Dockens Lane
Bay Minette, Alabama 36507

Charles Bankester
P. O. Box 53
44260 State Highway 225
Bay Minette, Alabama 36507

Additional instructions/notes: N/A

BALDWIN COUNTY COMMISSION DISTRICT #1 PLANNING (ZONING) DISTRICT BOARD OF ADJUSTMENT [Greater North Baldwin County Area]

General Board Information:

Appointed by Baldwin County Commission.

Board of Adjustment shall consist of not less than four 'Regular' members (and four corresponding 'Alternate' members) and not more than the same number of 'Regular' members (and corresponding number of 'Alternate' members) as the number of 'zoned' Planning Districts within the jurisdiction of the Board of Adjustment.

[Note: as of April 26, 2006, the jurisdiction of this Board of Adjustment includes Planning Districts 1, 2, 3, 4, 5, 6, 7 and 9; however, as of October 17, 2006, and of said foregoing number Planning Districts, only the following are 'zoned' Planning Districts at this time: 4].

At least one 'Regular' member (and corresponding 'Alternate' member) shall be from each Planning District within the jurisdiction of the Board of Adjustment. Term of each "Regular" member (and corresponding "Alternate" member) is three (3) years with each respective term of office corresponding exactly for each Planning District representative [i.e. each corresponding Planning District "Regular" and "Alternate" member has the exact same term of office].

[Note: Upon the initial appointment of members at the October 17, 2006, regular meeting, many membership slots on this Board of Adjustment were 'staggered' as required by Act No. 2006-609.]

All members must be qualified electors of their respective Planning Districts within the territory of the Board of Adjustment and shall reflect as nearly as practical the diversity of land use in County Commission District No. 4. No more than one (1) member of the Board of Adjustment shall be directly engaged in real estate sales, development or construction or a directly related field.

Statutory Authority - Act No. 91-719, as amended by Act No. 93-668, as amended by Act No. 98-665, as amended by Act No. 2006-609, as amended by Act No. 2010-719

MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXPIRATION DATE
REGULAR MEMBERS			
Charmein K. Moser 7489 Blakeley Oaks Drive South Spanish Fort, AL 36527 REGISTERED VOTER PLANNING DISTRICT 4 DESIGNEE	Appointed 09/15/2015 to fill the place seat formerly held by Steven Wright term commencing 10/17/2015 (09/15/2015 BCC formally accepted resignation of Steven Wright dated and effective 05/22/2015)	3 years	10/17/2018
Charles Bankester P.O. Box 53 44260 State Highway 225 Bay Minette, AL 36507 REGISTERED VOTER PLANNING DISTRICT 4 DESIGNEE	Reappointed 10/20/2015 term continuing from 10/17/2015	3 years	10/17/2018
Thomas Mitchell Broughton 10955 County Highway 138 Bay Minette, AL 36507 REGISTERED VOTER PLANNING DISTRICT 4 DESIGNEE	Reappointed 12/05/2017 for a pro-rata reduced term continuing from 10/17/2017	3 years	10/17/2020
Arthur Oken 7490 Blakeley Oaks Drive South Spanish Fort, AL 36527 REGISTERED VOTER PLANNING DISTRICT 4 DESIGNEE	Reappointed 12/05/2017 for a pro-rata reduced term continuing from 10/17/2017	3 years	10/17/2020

BALDWIN COUNTY COMMISSION DISTRICT #1 PLANNING (ZONING) DISTRICT BOARD OF ADJUSTMENT – Cont.

ALTERNATE MEMBERS

Christine Sullivan (for Charmein K. Moser) 7506 Blakeley Oaks Drive South Spanish Fort, AL 36527 REGISTERED VOTER PLANNING DISTRICT 4 DESIGNEE	Appointed 12/05/2017 for a pro-rata reduced term	3 years	10/17/2018
VACANT (for Charles Bankester) REGISTERED VOTER PLANNING DISTRICT 4 DESIGNEE	Vacant as of 08/20/2013 when BCC formally voted to thank Samuel Smith for his service upon the conclusion of his term of office on 10/17/2012	3 years	10/17/2012
VACANT (for Thomas Mitchell Broughton) REGISTERED VOTER PLANNING DISTRICT 4 DESIGNEE	Vacant as of 03/06/2018 when BCC accepted the resignation of Cassie Boatwright, dated 02/01/2018 and thanked her for her prior civic service	3 years	10/17/2017
VACANT (for Arthur Oken) REGISTERED VOTER PLANNING DISTRICT 4 DESIGNEE	Vacant as of 09/15/2015 when Charmein K. Moser was appointed as a Regular Member	3 years	10/17/2014

*The original members of the Baldwin County Commission District No. 1 Planning (Zoning) District Board of Adjustment were formally appointed during the October 17, 2006, BCC Meeting.

*During the October 17, 2006, BCC Meeting, the Commission also acknowledged for the record of the official minutes that, by operation of Act No. 2006-609 and on April 26, 2006, Planning (Zoning) District No. 4 Board of Adjustment stands dissolved.

REVISED: 03/06/2018 akg

Tawanda Gulley

From: Linda Lee
Sent: Friday, February 8, 2019 2:14 PM
To: Anu Gary; Monica Taylor; Keri Green; Victoria Key; Miranda N. McKinnon; Tawanda Gulley
Subject: BCC #1 Board Appointments and Reappointments
Attachments: BALDWIN COUNTY COMMISSION DISTRICT NO. 1 PLANNING (ZONING) DISTRICT BOA CHECKLIST Nancy Mackey.doc; BALDWIN COUNTY COMMISSION DISTRICT NO. 1 PLANNING (ZONING) DISTRICT BOA CHECKLIST Charmein Moser.doc; Nancy Mackey Board Member Certification.pdf; Charmein Moser Board Member Certification.pdf

Please place the items below on the next available agenda for consideration, Commissioner Ball has given his approval:

Planning District 4

Nancy Mackey **(APPOINT AS REGULAR MEMBER TO REPLACE MR. BANKESTER)**
9180 Dockens Lane
Bay Minette, AL 36507
Telephone: (251) 580-3078
Cell Phone: (251) 978-3963
Checklist and Certification of Board Member Attached

Please send a thank you letter to Charles Bankester – term expired October 17, 2018 – he has health issues and is unable to serve

Charmein K. Moser **(REAPPOINT AS REGULAR MEMBER)**
7489 Blakeley Oaks Drive S
Spanish Fort, AL 36527
Telephone: (251) 937-0550
Cell Phone: (251) 371-5125
Checklist and Certification of Board Member Attached

Chrisstine Sullivan **(REAPPOINT AS ALTERNATE MEMBER TO MS. MOSER)**
7506 Blakeley Oaks Drive S
Spanish Fort, AL 36527
Telephone: (251) 533-9880
Checklist and Certification of Board Member will be sent as soon as I receive certification form

Please let me know if you need additional information.

Thank you,

Linda Lee

Planner
Baldwin County Planning & Zoning Dept.

201 East Section Avenue
Foley, AL 36535
Tel: (251) 972-8523
Fax: (251) 972-8520
E-mail: llee@baldwincountyal.gov

CERTIFICATION OF BOARD OF ADJUSTMENT MEMBER

The *Code of Alabama, 1975, Section 45-2-261.10* specifically prohibits the following from serving on County Boards of Adjustment:

Not more than one (1) member of a Board of Adjustment shall be directly engaged in real estate sales, development, or construction or any directly related field.

(This pertains to both regular and alternate members combined)

Please check all that apply:

_____ I am actively engaged in real estate sales and hold a real estate and/or broker license.

_____ I am actively engaged in development (land developer).

_____ I am actively engaged in construction (contractor's license).

☒ I am **NOT** actively engaged in any of the above or any related field.

I hereby certify with my signature that I am eligible to be a member of the Board of Adjustment for the Baldwin County Commission (Planning and Zoning) in that I meet the qualifications established by the *Code of Alabama, 1975, Section 45-2-261.10*.

Charmein Moser

Name (Please Print)

Charmain R. Moser

Signature

01/30/2019

Date

CERTIFICATION OF BOARD OF ADJUSTMENT MEMBER

The *Code of Alabama, 1975, Section 45-2-261.10* specifically prohibits the following from serving on County Boards of Adjustment:

Not more than one (1) member of a Board of Adjustment shall be directly engaged in real estate sales, development, or construction or any directly related field.

(This pertains to both regular and alternate members combined)

Please check all that apply:

_____ I am actively engaged in real estate sales and hold a real estate and/or broker license.

_____ I am actively engaged in development (land developer).

☒ I am actively engaged in construction (contractor's license).

☒ I am **NOT** actively engaged in any of the above or any related field.

I hereby certify with my signature that I am eligible to be a member of the Board of Adjustment for the Baldwin County Commission (Planning and Zoning) in that I meet the qualifications established by the *Code of Alabama, 1975, Section 45-2-261.10*.

Christine Sullivan

Name (Please Print)



Signature

2/7/19

Date

CERTIFICATION OF BOARD OF ADJUSTMENT MEMBER

The *Code of Alabama, 1975, Section 45-2-261.10* specifically prohibits the following from serving on County Boards of Adjustment:

Not more than one (1) member of a Board of Adjustment shall be directly engaged in real estate sales, development, or construction or any directly related field.

(This pertains to both regular and alternate members combined)

Please check all that apply:

_____ I am actively engaged in real estate sales and hold a real estate and/or broker license.

_____ I am actively engaged in development (land developer).

_____ I am actively engaged in construction (contractor's license).

XX I am **NOT** actively engaged in any of the above or any related field.

I hereby certify with my signature that I am eligible to be a member of the Board of Adjustment for the Baldwin County Commission (Planning and Zoning) in that I meet the qualifications established by the *Code of Alabama, 1975, Section 45-2-261.10*.

Nancy Mackey

Name (Please Print)

Nancy Mackey

Signature

2-1-2019

Date



Baldwin County Commission

Agenda Action Form

File #: 19-0764, **Version:** 1

Item #: H1

Meeting Type: BCC Work Session

Meeting Date: 2/26/2019

Item Status: New

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

Ronald J. Cink, Budget Director

Submitted by: Chandra Middleton, Assistant Director of Transportation

ITEM TITLE

Baldwin Regional Area Transit System (BRATS) - County Transportation Bus #11 Maintenance Repair

STAFF RECOMMENDATION

Adopt Resolution #2019-055 amending the Fiscal Year 2019 Budget (Resolution #2018-118 adopted September 18, 2018) to authorize the movement of \$22,000.00 from General Fund - Fund Balance (Account No. 1.35000) to County Transportation - Repairs & Maintenance Vehicles (Account No. 51935C.5234) for the maintenance repair of County Transportation Bus #11.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Baldwin County Transportation Bus #11 is a county owned bus which is funded under Fund 103. This bus is used under the direction of the Baldwin County Commission to provide service to support the economic growth of Baldwin County. This vehicle needs major repairs to be established as roadworthy. The total cost of estimated repairs is \$21,240.00. These repairs will include but are not limited to the air conditioner, brake system, tires and engine maintenance.

FINANCIAL IMPACT

Total cost of recommendation: Not to exceed \$22,000.00

Budget line item(s) to be used: 51935C.5234

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: Christie Davis

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Christie Davis will enter budget revision once the Commission has approved.

Additional instructions/notes: N/A

Bus 11 Repair Estimate

2/19/2019

2014 Freightliner MB55

Mileage

84,365

Part	QTY	Price	Extended
AC Blower Assembly - Front	1	\$ 205.00	\$ 205.00
AC Compressor	2	\$ 250.00	\$ 500.00
AC Condensor & Middle AC Unit	1	\$ 10,000.00	\$ 10,000.00
AC Drier	1	\$ 50.00	\$ 50.00
AC Freon	16	\$ 10.00	\$ 160.00
AC Relay	2	\$ 20.00	\$ 40.00
Air Filter	1	\$ 70.00	\$ 70.00
Alternator Rebuilt	1	\$ 150.00	\$ 150.00
Batteries	2	\$ 200.00	\$ 400.00
Brake ABS Sensor	1	\$ 50.00	\$ 50.00
Brake Caliper	4	\$ 180.00	\$ 720.00
Brake Hoses	4	\$ 60.00	\$ 240.00
Brake Master Cylinder	1	\$ 510.00	\$ 510.00
Brake Pads	2	\$ 100.00	\$ 200.00
Brake Parking Brake Cable	1	\$ 105.00	\$ 105.00
Brake Seals	2	\$ 35.00	\$ 70.00
Driverside Windshield	1	\$ 1,000.00	\$ 1,000.00
Fuel Pump, Filters and Diagnostic Test	1	\$ 1,170.00	\$ 1,170.00
Powersteering Pump, Belts, & Fluid	1	\$ 1,460.00	\$ 1,460.00
Radiator Tank	1	\$ 135.00	\$ 135.00
Speed Odometer	1	\$ 1,000.00	\$ 1,000.00
Steering Tie Rod	2	\$ 300.00	\$ 600.00
Tires	6	\$ 370.00	\$ 2,220.00
Transmission Filters	1	\$ 25.00	\$ 25.00
Transmission Fluid	12	\$ 5.00	\$ 60.00
Wipers	2	\$ 50.00	\$ 100.00
Total			\$ 21,240.00

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**RESOLUTION #2019-055
OF THE
BALDWIN COUNTY COMMISSION**

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that we hereby amend the Baldwin County Fiscal Year 2019 Budget and that the following estimates of revenues and expenses, as related thereto, are hereby adopted and those revenues and expenses are appropriated as follows:

<u>Account</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
51935C.5234	County Transportation – Repairs & Maintenance of Vehicles	22,000	
1.35000	General Fund – Fund Balance		22,000
1.62100.103	Transfer out from General Fund to County Transportation	22,000	
103.61100.001	Transfer in to County Transportation from General Fund		22,000

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the 6th day of March 2019.

Commissioner Charles F. Gruber, Chairman

ATTEST:

Ronald J. Cink, Budget Director



Baldwin County Commission

Agenda Action Form

File #: 19-0467, **Version:** 1

Item #: J1

Meeting Type: BCC Work Session

Meeting Date: 2/26/2019

Item Status: New

From: Felisha Anderson, Archives Director

Submitted by: Felisha Anderson, Archives Director

ITEM TITLE

Professional Services Agreement with Aaron Media Services - Baldwin County Commission Documentaries

STAFF RECOMMENDATION

Approve the renewal Agreement for Professional Services between the Baldwin County Commission and Aaron Media Services for the recording and production of documentaries. The terms of the Agreement will be from April 5, 2019 to April 6, 2020 (12 months), with an option to renew upon agreement of both parties for a twelve (12) month period.

BACKGROUND INFORMATION

Previous Commission action/date: BCC Work Session 03/27/2018, BCC Regularly Scheduled Meeting 04/03/2018, BCC Regularly Scheduled Meeting 09/18/2018

Background: Staff is asking the Commission to renew the Professional Services Agreement between Aaron Media Services for production of documentaries for the Baldwin County Archives and History Department. The terms for the agreement will be from April 5, 2019, to April 6, 2020 (12 months), with an option to renew not to exceed thirty-six (36) months. Six documentaries were approved in the FY 2019 Budget (Resolution #2018-118) on 09/18/2018.

The first approval for terms of the Agreement was on April 3, 2018 during the regularly scheduled Commission Meeting. The terms of the Agreement for the first approval was from April 3, 2018 to expire April 4, 2019 (12 months), with an option to renew upon agreement of both parties for a twelve (12) month period, not to exceed thirty-six (36) months. The rates for the audio and video services will be at \$2,850 per documentary.

The current commercial General Liability insurance coverage does not expire until March 23, 2019. Upon approval, renewal of coverage will be submitted at a later date.

The Archives and History Department is pleased to be able to use these services to assist in preserving important events, information and stories of Baldwin County and its citizens for the Baldwin County Commission.

FINANCIAL IMPACT

Total cost of recommendation: \$2,850 per documentary

Budget line item(s) to be used: 51906-5150

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

LEGAL IMPACT

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

Y

Reviewed/approved by: N

Additional comments: N

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N

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 (with 2 original Agreements)
to: Aaron Media Services, Robin Visel, 111 Lawson Road, Daphne, Alabama 36526

Action required (list contact persons/addresses if documents are to be mailed or emailed): Aaron
Media Services, Robin Visel, 111 Lawson Road, Daphne, Alabama 36526

Additional instructions/notes: N/A

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services (“Agreement”) is made and entered into by and between the Baldwin County Commission, the honorable county governing body of Baldwin County, Alabama (hereinafter collectively referred to as “COMMISSION”), and Aaron Media Services (hereinafter referred to as “PROVIDER”).

WITNESSETH:

WHEREAS, the COMMISSION remains committed to public access, and

WHEREAS, the COMMISSION continues to cause the production of various documentaries; and

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

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

 - A. COMMISSION: The Baldwin County Commission, the honorable county governing body of Baldwin County, Alabama
 - B. PROVIDER: Aaron Media Services
- II.** Obligations Generally. The COMMISSION hereby retains, and the PROVIDER agrees to perform for the COMMISSION, those professional services as hereinafter set forth and attached. This document shall serve as the binding agreement for the services of PROVIDER. PROVIDER shall immediately commence performance of the professional services outlined herein upon full execution of this Agreement. All work shall be commenced and completed in a timely manner as, herein set out.
- III.** Recitals Included. The above recitals and statements are incorporated as part of this Agreement and shall have the effect and enforceability as all other provisions herein.
- IV.** Professional Qualifications. For the purpose of this Agreement, the PROVIDER represents and warrants to the COMMISSION that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.

- V. No Prohibited Exclusive Franchise. The COMMISSION neither perceives nor intends by this Agreement a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services.
- VII. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VIII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Agreement. PROVIDER is not an employee, servant, partner, or agent of the COMMISSION and has no authority, whether express or implied, to contract for or bind the COMMISSION in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate, in providing the services hereunder, and that the COMMISSION'S interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Agreement.
- IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COMMISSION to create an agency relationship pursuant to this Agreement. Therefore, the PROVIDER does not in any manner act on behalf of COMMISSION, and the creation of such a relationship is prohibited and void.
- X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

- XI.** Entire Agreement. This Agreement represents the entire and integrated agreement between the COMMISSION and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by all parties.
- XII.** Failure to Strictly Enforce Performance. The failure of the COMMISSION to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Agreement shall not constitute and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COMMISSION to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XIII.** Assignment. This Agreement or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COMMISSION, which may be withheld or granted in the sole discretion of the COMMISSION.
- XIV.** Ownership of Documents/Work. The COMMISSION shall be the owner of all copyright or other intellectual property rights in videos, compact discs, DVDs, reports, documents and deliverables produced and paid for under this Agreement, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COMMISSION without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COMMISSION'S prior written consent, which may be withheld or granted in the sole discretion of the COMMISSION.
- XV.** Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:
- PROVIDER: Aaron Media Services
 Donald R. Visel
 111 Lawson Road
 Daphne, Alabama 36526
- COMMISSION: Baldwin County Commission
 c/o Chairman
 312 Courthouse Square, Suite 12
 Bay Minette, Alabama 36507
- XVI.** Services to be Rendered. PROVIDER is retained by the COMMISSION as a professionally-qualified producer of

documentaries, as aforesaid. The general scope of work for the services will encompass:

- I. Recording and production of documentaries, all as more fully set out at **“Exhibit A”** hereto, which Exhibit is expressly incorporated herein.
- II. Insurance Documents **“Exhibit B”**
 - i. Recording and production of documentary program material in Baldwin County, Alabama, will include: municipalities, unincorporated communities, landmarks, annual area activities, festivals, reenactments, historical educational institutions, other historical activities and county department informational videos.
 1. The Baldwin County Commission will be billed for each sixty (30) minute final production content at a price of \$2,850.00, by invoice, for the following services:
 - a. On location/Off-site filming
 - b. Interviews
 - c. Music tracks
 - d. Video Tape
 - e. Editing
 - f. Conveyance to Baldwin County Commission of one (1) DVD
 - g. Master Dub
 - ii. Recording and production of public service announcements and other video spots in Baldwin County will be produced as requested by the Baldwin County Commission.

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

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

G. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COMMISSION, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed, and more particularly in a manner consistent with the level of care and skill which PROVIDER has exercised in the provision of these services heretofore.

XVII. General Responsibilities of the COMMISSION.

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

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

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

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

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

XX. Compensation. Compensation to PROVIDER for work shall be paid pursuant to the terms, prices and amounts set out in Section XVI of this Agreement. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services.

XXI. Method of Payment. PROVIDER shall submit invoices to the COMMISSION for payment for work performed. Such invoice shall

be accompanied by a detailed account of compensation to be paid PROVIDER.

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

XXII. Effective and Termination Dates. This Agreement shall be effective and commence on April 5, 2019, and the same shall terminate upon the expiration of twelve (12) months, on April 6, 2020, with an option to renew upon agreement of both parties for a twelve (12) month period, not to exceed thirty-six (36) months. This Agreement may also be terminated by a written notification thereof received by either party pursuant to Section XVIII herein related to termination of services. Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.

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

XXIV. Indemnification. To the fullest extent allowed by law, PROVIDER shall indemnify, defend and hold COMMISSION and its Commissioners, affiliates, employees, agents, representatives, contractors, subcontractors, licensees and invitees (collectively herein, "COMMISSION") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments and costs, and expenses including, without limitation, attorneys' fees, for any and all personal injury (including death), property damage or any other damage or injury of any kind or nature whatsoever, incurred by, asserted against, or imposed upon COMMISSION, arising from or related to this Agreement or the services to be provided hereunder.

XXV. Number of Originals. This Agreement shall be executed with two (2) originals, both of which are equally valid as an original.

XXVI. Governing Law. This Agreement and all aspects thereof, including without limitation any and all claims or actions arising therefrom or based thereon, shall be governed by the law of the State of Alabama, without regard to Alabama conflict of law principles, and any action between the parties hereto shall be brought solely in the Circuit Court of Baldwin County, Alabama.

XXVII. Insurance. Prior to performing services pursuant to this Agreement, Provider shall carry, with insurers satisfactory to the County Commission, throughout the term of hereof, Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; *All liability insurance shall name the County Commission as an additional insured.* Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least a thirty (30) day notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against the County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, Commission may, at its option, suspend this Agreement until insurance is obtained, terminate this Agreement immediately without further action, or hold Provider in material default and pursue any and all remedies available. Said Certificate of Insurance evidencing the automobile coverage is attached hereto as **“Exhibit B”** hereto as if fully set forth.

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

BALDWIN COUNTY COMMISSION
“COMMISSION”

ATTEST:

Charles F. Gruber /Date
Chairman

Ronald J. Cink /Date
Budget Director

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County and State, hereby certify that Charles F. Gruber., as Chairman of the Baldwin County Commission, and Ronald J. Cink, as Budget Director 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 instrument, 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 seal on this the _____ day of _____, 2019.

Notary Public
Commission Expires:

Aaron Media Services
“PROVIDER”

Donald R. Visel /Date
Its _____

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County and State, hereby certify that Donald R. Visel as _____ of Aaron Media Services, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

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

Notary Public
Commission Expires:

Aaron Media Services
Donald R. Visel
111 Lawson Road
Daphne, Alabama 36526
Phone (251) 272-0089

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

RE: Baldwin County Video Documentaries

The service of Aaron Media Services for the shooting of program material in Baldwin County, Alabama, will include: municipalities, unincorporated communities, landmarks, annual area activities, festivals, reenactments, historical educational institutions, other historical activities and county department informational videos.

The Baldwin County Commission will be billed, by invoice, for the following services as follows:

On-location shooting
Interviews
Music tracks
Video Tape
Editing
Conveyance to Baldwin County Commission of 1 DVD
Master Dub

The Baldwin County Commission will be billed for each thirty-minute (30) production or show at a price of \$2,850 each.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/23/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BXS Insurance 3290 Dauphin Street Suite 600 Mobile AL 36606	CONTACT NAME Community Insurance Solutions	FAX (A/C, No)	
	PHONE (A/C, No, Ext) 855-377-1529	E-MAIL ADDRESS	
INSURED Aaron Media Services 7 St. Emanuel St. #201 Mobile AL 36602	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A Covington Specialty Insurance Company		
	INSURER B		
	INSURER C		
	INSURER D		
	INSURER E		
INSURER F			

COVERAGES

CERTIFICATE NUMBER: 1667419147

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE L MIT APPL ES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:				3/23/2018	3/23/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCR PTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACC DENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Baldwin County Commission
312 Courthouse Square
Suite 12
Bay Minette AL 36507

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Baldwin County Commission

Agenda Action Form

File #: 19-0774, **Version:** 1

Item #: O1

Meeting Type: BCC Work Session

Meeting Date: 2/26/2019

Item Status: New

From: Ron Ballard, JDC Director

Deidra Hanak, Interim Personnel Director

Submitted by: Deidra Hanak, Interim Personnel Director

ITEM TITLE

Juvenile Detention Center - Request for Position

STAFF RECOMMENDATION

Approve the creation of one (1) part-time Detention Technician position (PID #TBD) at a grade G (grade G range: \$12.967 - \$21.265 per hour).

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: In an effort to alleviate excessive overtime and as a cost savings measure, the Juvenile Detention Center (JDC) Director respectfully requests the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: 52610.5113

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 19-0607, **Version:** 1

Item #: Q1

Meeting Type: BCC Work Session

Meeting Date: 2/26/2019

Item Status: New

From: Jeannie M. Peerson, Foley Commission Office, District 4

Submitted by: Jeannie M. Peerson, Administrative Support Specialist

ITEM TITLE

LIFE Riders Motorcycle Ministry - Restoration Ride 2019 Youth Reach Gulf Coast Event

STAFF RECOMMENDATION

Approve the requested route (Baldwin County roads only) for the LIFE Riders Motorcycle Ministry - Restoration Ride 2019, benefiting the Youth Reach Gulf Coast on March 23, 2019. The ride will begin at 9:00 a.m., starting at Battleship Memorial Park and ending in Summerdale, Alabama.

The Baldwin County Sheriff's Office will provide security or traffic control for the event. The City of Spanish Fort Police Department, Town of Loxley Police Department will also assist with traffic. The Alabama Department of Public Safety and Baldwin County Highway Department (Traffic Control Division) will not be able to assist.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The County Commission staff received correspondence from Mr. Scott Vernon with LIFE Riders Motorcycle Ministry requesting the approval of the route for Baldwin County roads only for the March 23, 2019 LIFE Riders Motorcycle Ministries - Restoration Ride 2019 Youth Reach Gulf Coast Event in Summerdale, Alabama. This year, more than 65 riders, riding 35 miles, are expected to attend the event.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

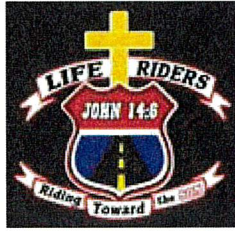
Individual(s) responsible for follow up: Administration to E-mail correspondence to:

Email: Scott Vernon dneuschwander@gnmtradertax.com <<mailto:dneuschwander@gnmtradertax.com>>
Darren L. Neuschwander dneuschwander@gnmtradertax.com
<<mailto:dneuschwander@gnmtradertax.com>>

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

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

Additional instructions/notes: N/A



LIFE Riders Motorcycle Ministries is respectfully requesting permission to have a benefit motorcycle ride from Battleship Park to Youth Reach Gulf Coast in Summerdale on March 23rd 2019. We are also requesting a police escort. I have attached the proposed route.

This will be our fifth benefit in the last six years. We have raised over \$56,000.00 for four different ministries in those four rides. This year the beneficiary will be Youth Reach Gulf Coast in Summerdale. In past years we have had as few as sixty-five riders and as many as ninety –six. We are hoping to far surpass those numbers this year, but you never really know until the day of the event.

Thank you for your consideration and have a Blessed day.

Scott Vernon
LIFE Riders MM
251-709-4372

liferidersmm.com

benefitting
Youth-Reach Gulf Coast
CHRIST-CENTERED - COMMUNITY FOCUSED

23
MAR

LIFERIDERS

RESTORATION RIDE - 2019



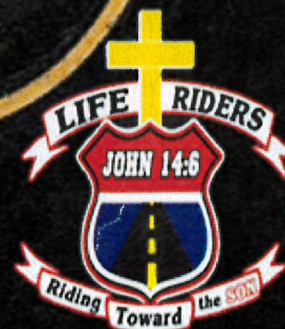
MARCH 23RD • BATTLESHIP PARK
REGISTRATION 9:00-10:30AM • KSU 11:00AM
\$25 SINGLE • \$35 DOUBLE • MEAL INCLUDED

DOORPRIZES • GREATFOOD • LIVEMUSIC

YOUTH-REACH GULF COAST
WWW.YOUTHREACHGC.ORG

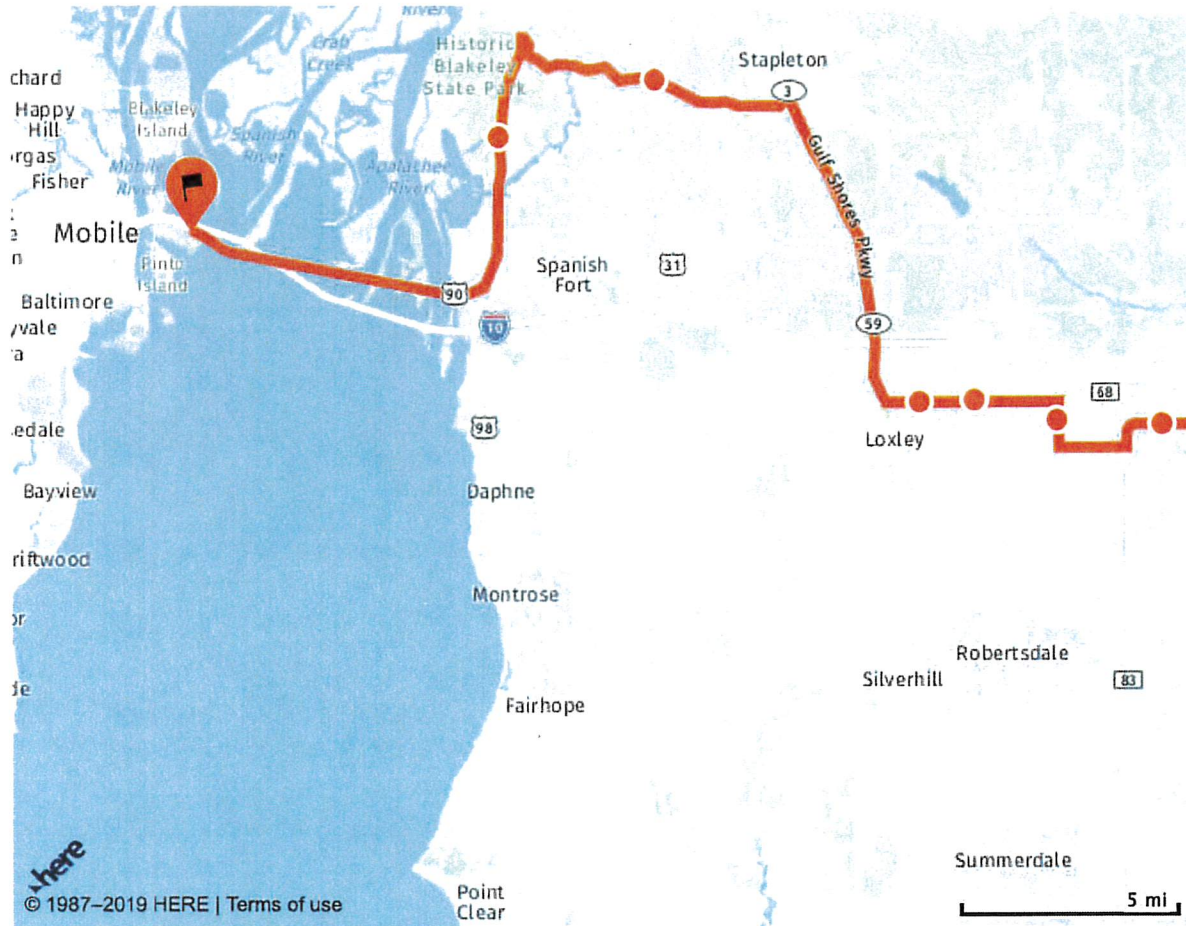
PREREGISTER AT
WWW.LIFERIDERSMM.COM/PRE-REGISTRATION

LIFERIDERS MOTORCYCLE MINISTRY
WWW.LIFERIDERSMM.COM



Life Riders March 23, 2019

47 mi / 1 hr 13 min



Start at Battleship USS ALABAMA



Mobile, AL, 36602

6.5 mi / 8 min

Head southeast on Battleship Pkwy (US-90/US-98)



Continue on Spanish Fort Blvd (US-31)

0.2 mi / 1 min



Turn left onto State Highway 225 (AL-225)

5.7 mi / 8 min



Turn right onto Bromley Rd

6.5 mi / 10 min



Turn left onto US Highway 31 (US-31)

0.3 mi / 1 min



Turn right onto Gulf Shores Pkwy (AL-59)

6 mi / 7 min



Continue on N Hickory St (AL-59)

1.2 mi / 1 min

- ↩ **Turn left onto County Road 68 (CR-68)** 3.9 mi / 8 min
- ↪ **Turn right onto County Road 71 N (CR-71)** 1 mi / 2 min
- ↩ **Turn left onto County Road 64 (CR-64)** 1.3 mi / 1 min
- ↑ **Continue toward CR-64** 0.1 mi / 1 min
- ↑ **Continue on County Road 64 (CR-64)** 0.1 mi / 1 min
- ↩ **Turn left onto County Road 64 (CR-64)** 3 mi / 4 min
- ↪ **Turn right onto Patterson Rd** 3 mi / 5 min
- ↪ **Turn right onto Cowpen Creek Rd** 3.1 mi / 4 min
- ↪ **Turn right onto County Road 87 (CR-87)** 4.3 mi / 5 min
- ↪ **Turn right onto County Road 38 (CR-38)** 0.9 mi / 1 min
- Arrive at 25062 County Road 38**
- 📍 **25098 CR-38 Summerdale, AL, 36580**



Jeannie M. Peerson

Subject: FW: <EXTERNAL> Motorcycle Ride for Liferide ministry

From: Chip Cason <chiefcason@townofloxley.org>

Sent: Friday, February 08, 2019 8:27 AM

To: Jeannie M. Peerson <Jeannie.Peerson@baldwincountyal.gov>; Dneushwander@gmail.com

Subject: <EXTERNAL> Motorcycle Ride for Liferide ministry

Loxley Police Department is aware of the ride and will assist within the police jurisdiction of the Town of Loxley.

J. M. Cason
Chief of Police
Loxley Police Department

Sent from my Verizon, Samsung Galaxy smartphone

Jeannie M. Peerson

From: David Edgar <chiefedgar@cityofspanishfort.com>
Sent: Thursday, February 07, 2019 3:29 PM
To: Jeannie M. Peerson
Cc: Darren Neuschwander
Subject: <EXTERNAL> Life Ride Ministry

We are aware of the motorcycle ride and will be providing assistance in the Spanish Fort city limits.

David Edgar
Chief of Police
Spanish Fort, AL
251-626-4914

Jeannie M. Peerson

Subject: FW: LIFE RIDE RE:

From: Piggott, Byron <Byron.Piggott@alea.gov>

Sent: Thursday, February 07, 2019 3:17 PM

To: Jeannie M. Peerson <Jeannie.Peerson@baldwincountyal.gov>

Subject: RE: LIFE RIDE RE: <EXTERNAL> Motorcycle Ride

While he didn't ask for our assistance, our previous commitments to assist agencies/organizations in Mobile County would have precluded our involvement, we are not able to assign officers to this event. The weekend of Mardi Gras, particularly Joe Cain Day, will have us hopping as it is, lol!! I hope you've been well!!

Lt. Joe Piggott

(O) 251/660.2465

(C) 251/709.8021



Baldwin County Commission

Agenda Action Form

File #: 19-0751, **Version:** 1

Item #: Q2

Meeting Type: BCC Work Session

Meeting Date: 2/26/2019

Item Status: New

From: Ronald J. Cink, Budget Director

Submitted by: Anu Gary, Administration/Records Manager

ITEM TITLE

Sewer Utilities Informational Meeting - Public Event to be Sponsored by the Baldwin County Commission

STAFF RECOMMENDATION

Take the following actions:

1) In Accordance with the Real Estate Lease between Baldwin County, Alabama, and the Baldwin County Cattle and Fair Association, Inc., authorize the Chairman to execute correspondence to Mr. Sonny Hankins, informing the Baldwin County Cattle and Fair Association, Inc., under Baldwin County's exclusive use provision found therein, that the Baldwin County Commission is sponsoring a Sewer Utilities Informational Meeting and will need the use of the Baldwin County Coliseum (located at 19477 Fairgrounds Road, Robertsedale, Alabama) on **April 11, 2019 OR May 9, 2019 (date to be determined)** from 6:00 p.m. to 8:00 p.m., to host said "Sewer Utilities Informational Meeting" which will be a public, free of charge event, with the applicable Coliseum rental fee waived as said event serves and benefits public purposes; and

2) Authorize the Chairman to execute correspondence/invitation to the following sewer utilities operating within Baldwin County, to be present during the Sewer Utilities Informational Meeting and to provide information and educational materials to the general public:

City of Daphne
City of Fairhope
City of Gulf Shores
City of Robertsedale
City of Orange Beach
Town of Loxley
Baldwin County Sewer
North Baldwin Utilities
Riviera Utilities

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Baldwin County Commission wishes to sponsor an informational meeting for the public where local sewer utilities are encouraged to provide information and display materials regarding their operations and inform the public on the following topics:

1. Population growth in the county and the subsequent capacity issues/expansion the utilities are forecasting.
2. Regulatory reporting requirements the utilities comply with daily, weekly, monthly, and annually.
3. Constraints sewer utilities operations encounter in providing service.
4. Success stories they would like to share with the public.

Mr. Dan Dealy with DSD Services Group, LLC, will act as the moderator for the public event.

If the Commission approves, invitations will be sent to the local sewer utility providers and a press release will be issued for the public to be notified of the event.

The Real Estate Lease between the Baldwin County Commission and the Baldwin County Cattle and Fair Association, under the section entitled "Covenants of the B.C. Cattle & Fair," provides in pertinent part: "The B.C. Cattle and Fair Shall": (b) allow the COUNTY exclusive use of the coliseum and arena without charge including, without limitation, any furnishings and personal property excluding computer equipment located therein, when such use does not conflict with any previously scheduled events of the B.C. Cattle & Fair Association..."

The above staff recommendation will inform the Baldwin County Cattle and Fair Association that the Baldwin County Commission will have the use of the Baldwin County Coliseum with the applicable rental fee waived.

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):

1) Correspondence to:

Mr. Sonny Hankins
Baldwin County Cattle and Fair Association, Inc.
Post Office Box 1491
Robertsdale, Alabama 36567

Mr. Daniel S. Dealy
DSD Services Group, LLC
27634 Oakachoy Loop
Daphne, Alabama 36526

Cc: Ron Cink
Joey Nunnally

2) Confirm reservation with Mr. Hankins and attendance of Mr. Dealy.

3) BCC to issue written invitation to sewer utilities:

City of Daphne
City of Fairhope
City of Gulf Shores
City of Robertsdale

Town of Loxley
Baldwin County Sewer
North Baldwin Utilities
Riviera Utilities

4) BCC to advertise event - Administration: Issue a Press Release

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 19-0731, **Version:** 1

Item #: Q3

Meeting Type: BCC Special Work Session

Meeting Date: 2/26/2019

Item Status: New

From: Commissioner Charles F. Gruber, Commissioner District 4

Submitted by: Jeannie M. Peerson, Administrative Support Specialist, Foley Commission Office

ITEM TITLE

South Baldwin Chamber of Commerce Annual Magnolia 5K Run

STAFF RECOMMENDATION

Approve the requested route for the South Baldwin Chamber of Commerce Annual Magnolia 5K Run, to be held on April 6, 2019, at the corner of County Road 49 and Oak Street beginning at 6:30 a.m.

The Sheriff's Office will provide security for this event.

BACKGROUND INFORMATION

Previous Commission action/date: The Commission office received correspondence from Rachel Spear, Event Director, with the South Baldwin Chamber of Commerce, requesting the approval of the route for the Annual Magnolia 5K Run, to be held April 6, 2019, at the corner of County Road 49 and Oak Street.

The Sherriff's Office will provide deputies to assist with the event.

Background: N/A

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: Yes

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

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

Administration staff to send correspondence to:

Rachel Spear, Event Director

South Baldwin Chamber

P.O. Box 1117

Foley, Alabama 36536

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

Additional instructions/notes: N/A



February 12, 2019

Baldwin County Commission
201 E. Section Ave.
Foley, AL 36535

Dear Commission,

The South Baldwin Chamber of Commerce is hosting the Annual Magnolia Run on Saturday, April 6 in Magnolia Springs, AL. The event will begin at 6:30 am with pre-packet pickup and the run will begin promptly at 8:00 am. Post-race activities will include food provided by Jesse's Restaurant and awards presented in the Magnolia Springs Community Hall.

The race will begin at the corner of County Road 49 and Oak Street, proceed west down Oak Street turning right onto Woodland Drive, proceed to the end of Woodland Drive, turn left onto Pecan Grove Street. Proceed up Pecan Grove Street to Live Oak Avenue. Turn right onto Live Oak Avenue proceed to the end of the street turn around and follow the same course back to the finish line.

We would like to request the Baldwin County Commission's approval to host this event.

If you have any questions or concerns pertaining to this matter, please feel free to contact me at 251-943-5550.

We look forward to your favorable response.

Respectfully yours,

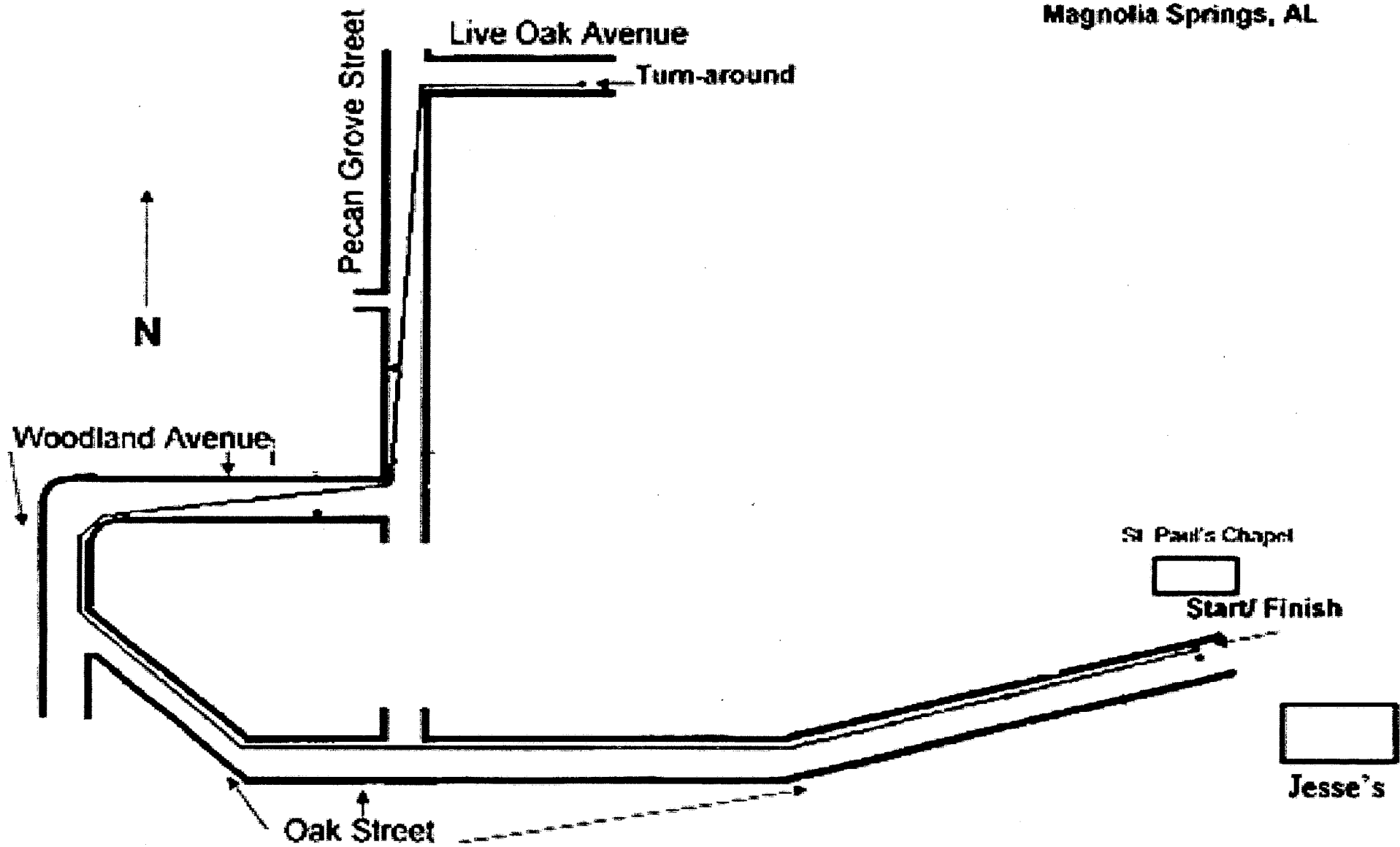
A handwritten signature in black ink that reads "Rachel Spear". The signature is written in a cursive, flowing style.

Rachel Spear

Event Director

Magnolia Run 5K

Magnolia Springs, AL




OFFICE OF SHERIFF

BALDWIN COUNTY, ALABAMA
SHERIFF HUEY HOSS MACK



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

TO: County Commission

FROM: Anthony Lowery, Chief Deputy 

DATE: February 11, 2019

SUBJECT: Magnolia Run 5K
Saturday April 6, 2019
8:00 am

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

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

CC: Capt. Tony Nolfé
Lt. Nathan Lusk
Nancy Hall

AL/JP



Baldwin County Commission

Agenda Action Form

File #: 19-0606, **Version:** 1

Item #: Q4

Meeting Type: BCC Work Session

Meeting Date: 2/26/2019

Item Status: New

From: Ronald J. Cink, Budget Director

Submitted by: Miranda N. McKinnon, Administrative Support Specialist

ITEM TITLE

The Public Building Authority of Baldwin County - Board Appointment

STAFF RECOMMENDATION

As relates to the Public Building Authority of Baldwin County, take the following action:

- 1) Re-appoint Mr. Locke Whitley Williams as a member of the Board of Directors for pro-rata reduced six (6) year term, such term continuing from November 21, 2018, and expiring on November 21, 2024.

BACKGROUND INFORMATION

Previous Commission action/date: May 15, 2018 - last BCC action related to the PBA.

Background: The term of office for Mr. Locke Whitley Williams of the Board of Directors of the Public Building Authority (PBA) of Baldwin County has expired (November 21, 2018).

GENERAL BACKGROUND:

The PBA was formed as a public corporation in November, 2006, by approval of the Commission. The PBA remains the owner of the county property commonly referred to as the "Alabama Department of Human Resources Building" in Robertsdales on the premises of the Commission's campus which includes the Central Annex Building.

After the appointment by the Commission of the initial members of the Board of Directors of the PBA in 2006, the terms of office for the members of the Board of Directors shall be six (6) years each. The appointments/reappointments contained in this agenda item are for terms pro-rata reduced in order to maintain the chronological alignment of the appointments.

Mr. Locke Whitley Williams has agreed to continue serving on the PBA Board of Directors. Staff has verified that above citizen is 1) a resident of Baldwin County, Alabama, and 2) the nominee is not an officer of the State of Alabama, the county or any incorporated municipality.

Therefore, staff confirms the above-mentioned citizen meets the requirements set forth at Section 11-15-6, Code of Alabama 1975 to be appointed/reappointed Board of Directors of the PBA.

Section 11-15-6 of the Code of Alabama 1975

Directors and officers; records of proceedings.

The corporation shall have a board of directors which shall be composed of the number of directors provided in the certificate of incorporation. All powers of the corporation shall be exercised by the board or pursuant to its authority. The directors shall be residents of the county and shall be elected by the governing body for staggered terms of office as follows: The first term of one third of the directors shall be two years, of another one third shall be for four years and of the remaining one third shall be six years and, thereafter, the term of office of each director shall be six years. If any director resigns or dies or becomes incapable of acting as a director or ceases to reside in the county, the governing body may elect a successor to serve for the unexpired period of his term. Directors shall be eligible for reelection by the governing body to succeed themselves in office. No director shall be an officer of the state, the county or any incorporated municipality. A majority of the members of the board shall constitute a quorum for the transaction of business. The corporation shall have a president, a vice-president, a secretary and a treasurer, but the offices of secretary and treasurer may be held by the same person. All officers shall be elected by the board. The members of the board and the officers shall serve without compensation, except that they may be reimbursed for actual expenses incurred in the performance of their duties. All proceedings of the board shall be reduced to writing by the secretary of the corporation and recorded in a well-bound book. Copies of such proceedings, when certified by the secretary of the corporation under its seal, shall be received in all courts as evidence of the matters and things therein certified.

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):
Administration - correspondence to:

Locke Whitley Williams
10357 A U.S. Highway 98
Fairhope, Alabama 36532

Cc: Ron Cink
Kim Creech

Additional instructions/notes: N/A

THE PUBLIC BUILDING AUTHORITY OF BALDWIN COUNTY, ALABAMA

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

General Board Information:

Appointed by Baldwin County Commission.

Three (3) members of Board of Directors.

After expiration of initial terms of office for members of the Board of Directors appointed at the November 21, 2006 regular meeting, the terms of office shall be six (6) years.

All members of the Board of Directors must be [1] residents of Baldwin County and [2] not be an officer of the state, the county or any incorporated municipality

All members serve without compensation, but can be reimbursed for actual expenses incurred in the performance of their duties.

Statutory Authority: Section 11-15-1, *et seq.*, of the Code of Alabama 1975

Further reference: Instrument Number 1015649 in the Office of Judge of Probate of Baldwin County, Alabama

MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXPIRATION DATE
Harry Bradford Archer P.O. Box 277 – <i>mailing address</i> 15250 U.S. Highway 98 – <i>physical address</i> Magnolia Springs, AL 36555 RESIDENT OF BALDWIN COUNTY, ALABAMA NOT AN OFFICER OF THE STATE OF ALABAMA, COUNTY OR ANY INCORPORATED MUNICIPALITY	Reappointed 05/15/2018 for a pro-rata reduced term continuing from 11/21/2014	6 years	11/21/2020
Donna Givens 25570 County Road 65 Loxley, AL 36580 RESIDENT OF BALDWIN COUNTY, ALABAMA NOT AN OFFICER OF THE STATE OF ALABAMA, COUNTY OR ANY INCORPORATED MUNICIPALITY	Appointed 05/15/2018 for a pro-rata reduced term to fill the vacant place seat formerly held by Spence Monroe	6 years	11/21/2022
Locke Whitley Williams 10357 A U.S. Highway 98 Fairhope, AL 36532 RESIDENT OF BALDWIN COUNTY, ALABAMA NOT AN OFFICER OF THE STATE OF ALABAMA, COUNTY OR ANY INCORPORATED MUNICIPALITY	Reappointed 05/15/2018 for a pro-rata reduced term continuing from 11/21/2012	6 years	11/21/2018

REVISED: 05/15/2018 akg



Baldwin County Commission

Agenda Action Form

File #: 19-0749, **Version:** 1

Item #: Q5

Meeting Type: BCC Work Session

Meeting Date: 2/26/2019

Item Status: New

From: Ronald J. Cink, Budget Director

Anu Gary, Administration/Records Manager

Submitted by: Michelle Howard, Administrative Support Specialist

ITEM TITLE

Voting Precinct No. 10 - Use of St. Francis at the Point Anglican Church as a Voting Place

STAFF RECOMMENDATION

To provide for the continued use of the Voting Place for Voting Precinct 10, take the following actions:

- 1) Authorize the execution of an Agreement between the Baldwin County Commission and St. Francis at the Point Anglican Church to accomplish the parameters set forth in said Agreement; and
- 2) Authorize the Baldwin County Parks Division to accomplish external grounds cleaning on the grounds of the Voting Place for Voting Precinct 10 after any election; and
- 3) Authorize an expenditure not to exceed \$235.00, from the Baldwin County Elections Miscellaneous fund 51910.5219, to accomplish the provision of professional cleaning services in the Voting Place for Voting Precinct 10 after any election.

Previous Commission action/date:

August 5, 2003

October 17, 2006

March 16, 2010

January 15, 2013

March 19, 2013

February 2, 2016

Background: The current Agreement between the Baldwin County Commission and St. Francis at the Point Anglican Church for the use of the church as a voting place, and the provision of janitorial services after elections, will expire on March 16, 2019.

Staff respectfully requests the Commission approve an Agreement with St. Francis at the Point Anglican Church to provide for its continued use as a voting place for Voting Precinct 10. Staff has

spoken with Reverend Gary Blaylock who is agreeable to a new Agreement.

PREVIOUS COMMISSION ACTION:

August 5, 2003, regular meeting: Authorized "Agreement" between the Baldwin County Commission and St. Francis at the Point Traditional Episcopal Church to accomplish the parameters set forth in such "Agreement"; 2) The Baldwin County Parks/Land Management Traffic Control Division to accomplish external grounds cleaning on the grounds of the Voting Place for Voting Precinct 42-B after any election; and 3) An expenditure not to exceed \$235.00 from Baldwin County Election Miscellaneous fund 51910.5219, to accomplish the provision of professional cleaning services in the Voting Place for Voting Precinct 42-B after any election. The "Agreement" is for the period August 5, 2003, to August 5, 2006.

October 17, 2006, regular meeting: Authorized prior "Agreement" (with same parameters) between St. Francis at the Point Traditional Episcopal Church and County Commission for the period October 17, 2006 to October 17, 2009, March 16, 2010, regular meeting: Authorized prior "Agreement" (with same parameters) between St. Francis at the Point Traditional Episcopal Church and County Commission for the period March 16, 2010 to March 16, 2013.

January 15, 2013, regular meeting: Authorized prior "Agreement" (with same parameters) between St. Francis at the Point Traditional Episcopal Church and County Commission for the period March 16, 2013 to March 16, 2016.

March 19, 2013, regular meeting: Due to the incorrect entity name listed in the staff recommendation, AMENDED agenda item EA3 - Election Administration - Voting Precinct No. 42-B (Greater Point Clear Area), approved by the Baldwin County Commission, during its regularly scheduled meeting held on January 15, 2013, more specifically, the motion which read:

"TO PROVIDE FOR THE CONTINUED USE OF THE VOTING PLACE FOR VOTING PRECINCT 42-B, TAKE THE FOLLOWING ACTIONS: 1) AUTHORIZE THE EXECUTION OF AN "AGREEMENT" BETWEEN THE BALDWIN COUNTY COMMISSION AND ST. FRANCIS AT THE POINT TRADITIONAL EPISCOPAL CHURCH TO ACCOMPLISH THE PARAMETERS SET FORTH IN SAID "AGREEMENT;" AND 2) AUTHORIZE THE BALDWIN COUNTY PARKS DIVISION TO ACCOMPLISH EXTERNAL GROUNDS CLEANING ON THE GROUNDS OF THE VOTING PLACE FOR VOTING PRECINCT 42-B AFTER ANY ELECTION; AND 3) AUTHORIZE AN EXPENDITURE NOT TO EXCEED \$235.00, FROM THE BALDWIN COUNTY ELECTIONS MISCELLANEOUS FUND 51910.5219, TO ACCOMPLISH THE PROVISION OF PROFESSIONAL CLEANING SERVICES IN THE VOTING PLACE FOR VOTING PRECINCT 42-B AFTER ANY ELECTION."

To instead read:

"To provide for the continued use of the Voting Place for Voting Precinct 42-B, take the following actions: 1) Authorize the execution of an "Agreement" between the Baldwin County Commission and St. Francis at the Point Anglican Church to accomplish the parameters set forth in said "Agreement;"

and 2) Authorize the Baldwin County Parks Division to accomplish external grounds cleaning on the grounds of the Voting Place for Voting Precinct 42-B after any election; and 3) Authorize an expenditure not to exceed \$235.00, from the Baldwin County Elections Miscellaneous fund 51910.5219, to accomplish the provision of professional cleaning services in the Voting Place for Voting Precinct 42-B after any election."

FINANCIAL IMPACT

Total cost of recommendation: Not to exceed \$235.00 each post-election (professional cleaning)

Budget line item(s) to be used: 51910.5150

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

LEGAL IMPACT

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

Reviewed/approved by: County Attorney will review before Baldwin County Commission approval.

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):
Send correspondence to:

Reverend Gary Blaylock

St. Francis at the Point Anglican Church

Post Office Box 916

Point Clear, Alabama 36564

cc:

Miranda McKinnon

Anu Gary

Ron Cink

Madison Steele

Joey Nunnally

Eve Cutsinger

Kim Creech

Junius Long

Derrick Crocker

Additional instructions/notes: N/A

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AGREEMENT

WHEREAS, ST. FRANCIS AT THE POINT ANGLICAN CHURCH [hereinafter referred to as “ST. FRANCIS”] is a religious institution of the Anglican Church in North America, which is located at 17280 Scenic Highway No. 98, in the unincorporated community of Point Clear, Alabama, within the confines of Baldwin County, Alabama; and

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

WHEREAS, in an effort to establish and maintain a Voting (Polling) Precinct, in the unincorporated community of Point Clear, Alabama, the COMMISSION seeks the continued utilization of ST. FRANCIS as a Voting (Polling) Place for Voting (Polling) Precinct No. 10; and

WHEREAS, the COMMISSION is authorized to establish Voting (Polling) Precincts and Voting (Polling) Places, for use in appropriate elections, as provided in applicable Alabama law; and

WHEREAS, as respectfully and originally requested by ST. FRANCIS in 2003, ST. FRANCIS desired certain stipulations to be observed in order for ST. FRANCIS to be utilized as the Voting (Polling) Place for Voting (Polling) Precinct No. 10; further, the COMMISSION recognizes that the continued observance of such stipulations will enable the utilization of ST. FRANCIS as a Voting (Polling) Place which will benefit citizens, in the affected unincorporated community of Point Clear, Alabama and within the confines of Voting (Polling) Precinct No. 10, in their exercise of the electoral franchise.

NOW THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto, do AGREE as follows:

1. ST. FRANCIS shall be utilized as a Voting (Polling) Place, for applicable elections, in Baldwin County, Alabama and within the confines of Voting (Polling) Precinct No. 10, which will benefit citizens, in the affected unincorporated community of Point Clear, Alabama, and within the confines of Voting (Polling) Precinct No. 10 in their exercise of the electoral franchise.
2. ST. FRANCIS, as a designated Voting (Polling) Place, shall ensure that the premises, utilized for Voting (Polling), have a nondiscriminatory policy and said premises shall be made available to the electorate of such Voting (Polling) Precinct, regardless of race, age, gender, religion, language or disability

as protected by applicable state and / or federal law, in their exercise of the electoral franchise.

3. The COMMISSION shall provide ST. FRANCIS with the following:
 - i) Professional cleaning services after each election in which such Voting (Polling) place was utilized.
 - ii) Aesthetic and external grounds-cleaning after each election in which such Voting (Polling) Place was utilized.
4. ST. FRANCIS represents and warrants to the COMMISSION that its premises used for voting, under this Agreement, are reasonably safe and suitable for the purposes of this Agreement and that, subject to said representation and warranty, the COMMISSION shall indemnify and hold ST. FRANCIS harmless from any and all claims of whatsoever kind or character which may arise or be made and which are in any way related to or resulting from ST. FRANCIS being utilized as a Voting (Polling) Place.
5. This Agreement represents the entire terms and conditions of the Agreement between the COMMISSION and ST. FRANCIS either express or implied. This Agreement can be amended only by written amendment executed by the COMMISSION and ST. FRANCIS.
6. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest, any authority in ST. FRANCIS 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 ST. FRANCIS is an agent of the COMMISSION.
7. This Agreement, provided in the form as one (1) original instrument for the records of ST. FRANCIS and one (1) original instrument for the records of the COMMISSION, shall be in effect for a period of thirty-six (36) months, or in a shorter time as may be determined by the COMMISSION, commencing March 16, 2019, and expiring March 16, 2022, and shall immediately become void upon the COMMISSION accomplishing any electoral changes which negate the utilization of ST. FRANCIS as a Voting (Polling) Place.

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

BALDWIN COUNTY COMMISSION

By: CHARLES F. GRUBER

As Its: *Chairman*

Date: _____

STATE OF ALABAMA)
COUNTY OF BALDWIN)

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

GIVEN, under my hand and Seal this the _____ day of _____, 2019.

Notary Public

My Commission expires: _____

**ST. FRANCIS AT THE POINT
ANGLICAN CHURCH**

By: FR. GARY BLAYLOCK

As Its: *Reverend*

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County and the State of Alabama, hereby
certify that FR. GARY BLAYLOCK, as Reverend of St. Francis at the Point Anglican Church, whose name is signed
to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the
contents of said instrument, he, as such Reverend of St. Francis at the Point Anglican Church, and with full authority,
executed the same voluntarily on the day the same bears date for and as the act of said *ST. FRANCIS AT THE POINT
ANGLICAN CHURCH*.

GIVEN, under my hand and Seal this the _____ day of _____, 2019.

Notary Public

My Commission expires: _____



Baldwin County Commission

Agenda Action Form

File #: 19-0788, **Version:** 1

Item #: R1

Meeting Type: BCC Work Session

Meeting Date: 2/26/2019

Item Status: Addendum

From: Ronald J. Cink, Budget Director

Submitted by: Miranda N. McKinnon, Administrative Support Specialist

ITEM TITLE

Orange Beach Water, Sewer & Fire Protection Authority - Board Appointment

STAFF RECOMMENDATION

Related to the Orange Beach Water, Sewer & Fire Protection Authority, re-appoint Mr. Jason Jackson as a member of the Board of Directors for a six (6) year term, said term to continue from March 1, 2019, and expire on March 1, 2025.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background:

GENERAL BACKGROUND -

The Orange Beach Water, Sewer & Fire Protection Authority submitted the attached correspondence, dated February 21, 2019, to the Baldwin County Commission requesting the re-appointment of Mr. Jason Jackson.

Staff asserts that all appointments are at the discretion of the Baldwin County Commission which can approve a qualified citizen of its choice.

PART II - GENERAL BACKGROUND - APPOINTMENT TO WATER, SEWER AND FIRE PROTECTION AUTHORITIES:

The Authority is a public corporation initially established, in 1968, pursuant to applicable Sections of the Code of Alabama 1958 Recompiled, and, currently, is statutorily governed pursuant to §11-88-1 et seq., Code of Alabama 1975; further, when established, in 1968, this Authority was composed of a three (3) member Board of Directors and, today, is composed of a five (5) member Board of Directors appointed by the Commission to serve, respectively, terms of six (6) years each.

To provide information required to make this decision please note that there remains "required

qualifications" set forth in §11-88-6 Code of Alabama 1975 for citizens to be appointed to the Authority. The "required qualifications" for nominees are that such persons:

1. Be a duly qualified elector (i.e. registered voter) in Baldwin County; and
2. Be a resident of that part of the service area of the Authority; and
3. Be an owner of real property in that part of the service area of the Authority; and
4. Cannot be an officer of the state, county or municipality during tenure of office.

Furthermore, on this Authority all regular appointments, and appointments to vacancies, are made by the Commission.

Lastly, there is a provision in §11-88-6 Code of Alabama 1975 which requires appointments/re-appointments to be made no earlier than thirty (30) days prior to the date such appointment is to be effective [i.e. the Commission cannot make appointments/reappointments thirty-one (31) days or more in advance of the date on which a director is to take office].

PART III - BACKGROUND ON PROPOSED APPOINTMENT:

The Board of Directors of the Authority has conducted non-binding elections, since (based on what staff can ascertain) beginning in the late 1980's, from among its membership (subscribers) to propose nominees to the Commission for vacant place-seats on the Board of Directors. Thereafter, the Commission may accept said nominations or can appoint pursuant to its discretion. The Authority proposes the Commission appoint the nominee whom gains the most votes for each place-seat in each non-binding election.

Staff has verified with the Board of Registrars that Mr. Jackson is a duly qualified elector (i.e. registered voter) of Baldwin County, Alabama, a resident of that part of the service area of the Authority, an owner of real property of that part of the service area of the Authority, and not an officer of the State, County or municipality.

Mr. Jackson meets all of the requirements to be appointed to the Board of Directors of the Authority as set forth in §11-88-6, et seq., Code of Alabama 1975.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration

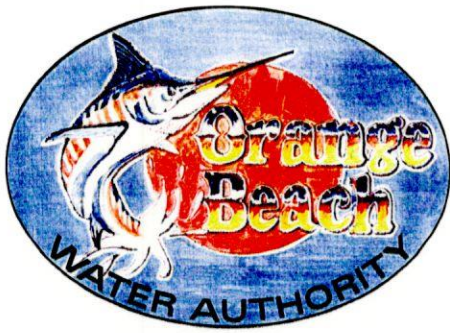
Action required (list contact persons/addresses if documents are to be mailed or emailed):

Appointment Letter:

Mr. Jason Jackson
26527 Cotton Bayou Drive
Orange Beach, Alabama 36561

cc:
L. Godbee Smith, Vice Chairman
Orange Beach Water, Sewer & Fire Protection Authority
P.O. Box 247
Orange Beach, Alabama 36561

Additional instructions/notes: N/A



ORANGE BEACH WATER, SEWER & FIRE PROTECTION AUTHORITY

P.O. Box 247

Orange Beach, Alabama 36561

Office (251) 981-4233 • Fax (251) 981-9157

February 21, 2019

Baldwin County Commission
Chairman Charles Gruber
312 Court House Square
Suite 12
Bay Minette, AL 36507

RE: Orange Beach Water Authority Board of Directors

Dear Chairman Gruber:

As you may know effective March 1, 2019, there will be a position open on the Orange Beach Water Authority Board of Directors, which must be filled by appointment by the Baldwin County Commission.

As has been the custom in the past, the Orange Beach Water Authority advertised for those interested in serving on the Board of Directors to sign up for a non-binding referendum election. After several weeks of advertising the register was closed. At that time we had two persons interested in serving on the Board of Directors: Mr. Jason Jackson, the incumbent and Mr. Phillip Karagan.

The Orange Beach Water Authority mailed ballots to all of its customers along with an information sheet on each candidate, a ballot and a return envelope. Ballots were received until February 19, 2019 at 12:00 noon, at which time the election was closed. The ballots were opened and counted, the results were: Jason Jackson 639 votes and Phillip Karagan 597 votes.

The Orange Beach Water Authority Board of Directors verified the election results at its Regular Board Meeting on February 21, 2019. It is the recommendation of the Board of Directors that the Baldwin County Commission appoint Mr. Jason Jackson to serve on the Orange Beach Water Authority Board of Directors for a 6 year term which will end February 28, 2025. If this meets with your approval, please add this matter to the March 5th agenda. If you have any questions, please feel free to contact our office.

Sincerely,

L. Godbee Smith
Vice Chairman

ORANGE BEACH WATER, SEWER & FIRE PROTECTION AUTHORITY

**Post Office Box 247
Orange Beach, Alabama 36561
(251) 981-4233
Judy Sullivan, General Manager**

General Board Information:

Appointed by Baldwin County Commission
Five (5) members

Term of each member is Six (6) years

Appointments must be made not earlier than thirty (30) days prior to expiration of applicable term

All members must be qualified electors of Baldwin County and not an officer of the state, county or municipality during term and a resident of and owner of real property in the service area of the Authority in Baldwin County

Compensation of Board Members: Chairman \$200 per meeting attended not to exceed \$3,200 annually; other Board Members \$100 per meeting attended not to exceed \$2,600 annually

Originally established in 1968

Statutory Authority - §11-88-1, et seq., Code of Alabama 1975

MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXPIRATION DATE
Vince Lucido 26572 Bay Circle Orange Beach, AL 36561	Appointed 03/03/2015 to replace Kenneth Ray Thompson said term effective 03/01/2015	6 years	03/01/2021
Ms. Katherine Brooks Brown 26244 Garrett Lane Orange Beach, AL 36561	Re-appointed 03/21/2017 term continuing from 03/01/2017	6 years	03/01/2023
Jason B. Jackson 26527 Cotton Bayou Drive Orange Beach, AL 36561	Re-appointed 03/19/2013 term continuing from 03/01/2013	6 years	03/01/2019
Godbee Smith 28743 Sampson Ave. Orange Beach, AL 36561	Re-appointed 03/06/2014 term continuing from 03/01/2014	6 years	03/01/2020
James (Jimmy) Boyd 3793 Illinois Street Orange Beach, AL 36561	12/03/2018 Accepted the resignation of James (Jimmy) Boyd, effective 08/06/2018 Re-appointed James (Jimmy) Boyd 12/03/2018 for a pro-rata reduced term, effective 12/03/2018	6 years	03/01/2022

REVISED: 12/03/2018 akc



Baldwin County Commission

Agenda Action Form

File #: 19-0747, **Version:** 1

Item #: R2

Meeting Type: BCC Work Session

Meeting Date: 2/26/2019

Item Status: Addendum

From: Ronald J. Cink, Budget Director

Submitted by: Michelle Howard, Administrative Support Specialist

ITEM TITLE

Acknowledgement and Approval of Tax Abatement - Ecovery LLC and North Alabama Property Leasing Inc.

STAFF RECOMMENDATION

In observance with §40-9B-5(d), Code of Alabama (1975), take the following actions:

- 1) Acknowledge the receipt, on February 8, 2019, and by certified mail, of a Resolution, by the Loxley Industrial Development Board, Loxley, Alabama, granting a Tax Abatement to Ecovery LLC and North Alabama Property Inc.; and
- 2) Adopt Resolution #2019-056, which approves and authorizes tax abatements granted to Ecovery LLC and North Alabama Property Leasing Inc., by the Loxley Industrial Development Board on the 31st day of January 2019; and
- 3) Forward to the Office of the Revenue Commissioner of Baldwin County and Office of Probate Judge of Baldwin County the Resolutions 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., Code of Alabama 1975, or what is commonly referred to as the "Tax Incentive Reform Act of 1992," authorizes certain entities to grant Tax Abatements in their respective effort to attract new industries, and encourage existing industries to expand their pursuits in their varied jurisdictions.

Section 40-9B-5, Code of Alabama 1975, which is entitled "Granting of Abatement," provides: "(d) Any abatement of county taxes granted by a municipality or municipal industrial authority shall not be valid until the expiration of (1) 10 days following the date of physical delivery to the county commission or (2) 13 days following the date of mailing by certified mail to the county commission of

a copy of the resolution granting such abatement. Proof of delivery by affidavit of service, in the case of physical delivery, or by certified mail receipt, in the case of mailing by certified mail, shall be furnished to the Department of Revenue at the same time as the filing of the abatement agreement under Section 40-9B-6. If the procedures herein prescribed are followed, any such abatement shall be effective as of the date granted.”

Staff requests the County Commission acknowledge receipt of the Resolution by the Loxley Industrial Development Board granting the above referenced Tax Abatement; and further, adopt Resolution #2019-056 and which approves and authorizes tax abatements granted to Ecovery LLC and North Alabama Property Leasing Inc., by the Loxley Industrial Development Board on the 31st day of January 2019. Lastly, forward to the Office of Revenue Commissioner of Baldwin County and Office of Judge of Probate of Baldwin County the Resolutions 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?

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 35607

cc: Ron Cink, Kim Creech and Heather Gwynn
Lee Lawson, President and CEO, BCEDA, via email llawson@baldwineda.com

Additional instructions/notes: N/A

RESOLUTION #2019-056 BY THE BALDWIN COUNTY COMMISSION APPROVING TAX
ABATEMENTS GRANTED TO ECOVERY LLC AND NORTH ALABAMA PROPERTY LEASING INC BY
THE LOXLEY INDUSTRIAL DEVELOPMENT BOARD

This Resolution is made this 6th day of March, 2019, by the Baldwin County Commission to approve and authorize tax abatements granted to Ecovery LLC and North Alabama Property Leasing Inc. by the Loxley Industrial Development Board on the 31st day of January, 2019.

The Baldwin County Commission has reviewed the application for abatements and the abatement agreement made between the Loxley Industrial Development Board and Ecovery LLC and North Alabama Property Leasing Inc.

I hereby certify that the above was duly adopted by the Baldwin County Commission at a meeting held on the 6th day of March, 2019.

Charles F. Gruber
Chairman
Baldwin County Commission

Ronald J. Cink
Budget Director
Baldwin County Commission



**BALDWIN
COUNTY**

ECONOMIC
DEVELOPMENT
ALLIANCE

P.O. BOX 1340 ROBERTSDALE, AL 36567
www.baldwineda.com

43CC
RC
KC

February 6, 2019

RECEIVED
FEB 08 2019

BY: *mtt*

Honorable Skip Gruber, Chairman
County Commissioner, District No. 4
Baldwin County Administration Building
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

CERTIFIED MAIL

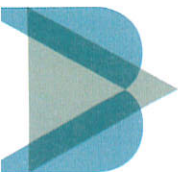
Dear Commissioner Gruber,

As required by Alabama Law, I am enclosing a copy of the executed tax abatement application, resolution, and agreement granted to Ecovery LLC and North Alabama Property Leasing Inc. by the Loxley Industrial Development Board for a major addition to their existing facility. The project is located in Baldwin County, outside the limits of the Town of Loxley but inside the police jurisdiction. The County Commission will need to pass a resolution approving the decision of the Loxley IDB, in order for the property tax abatements to be granted to the companies. The sales and use tax abatements, approved by the Loxley IDB, will be granted, regardless of the county's decision.

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



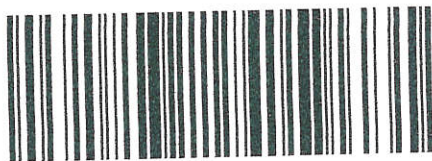
BALDWIN
COUNTY

ECONOMIC
DEVELOPMENT
ALLIANCE

P O Box 1340 • Robertsdale, Alabama

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL®

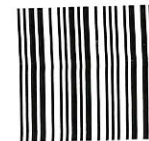


7018 0360 0001 8125 7771

Honorable Charles F. (Skip) Gruber
Baldwin County Administration Building
312 Courthouse Square, Suite 12
Bay Minette, AL 36507



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36507

U.S. POSTAGE PAID
FCM LG ENV
ROBERTSDALE, AL
36567
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AMOUNT

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FEB 8

FEB 28

Resolution Number _____

2/11

This Resolution is made this 31st day of January, 2019 by the Loxley Industrial Development Board (the Granting Authority), to grant a tax abatement to Ecovey LLC and North Alabama Property Leasing Inc. (the Company).

WHEREAS, the Company has announced plans for a (check one):

- ☐ new project or
- ☒ major addition to their existing facility (the Project), located within the jurisdiction of the Granting Authority; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1 et seq., *Code of Alabama 1975*) (the Act) the Company has requested from the Granting Authority an Abatement of (check all that apply):

- ☒ all state and local noneducational property taxes,
- ☒ all construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or
- ☐ all mortgage and recording taxes; and

WHEREAS, the Company has requested that the abatement of state and local noneducational property taxes (if applicable) be extended for a period of 10 years, in accordance with the Act; and

WHEREAS, the Granting Authority has considered the request of the Company and the completed applications (copy attached) filed with the Granting Authority by the Company, in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in the Company's application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community; and

WHEREAS, the construction of the project will involve a capital investment of \$ \$5,750,000 by Ecovey LLC and \$ 2,525,000 by North Alabama Property Leasing Inc.; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama, and has powers to enter into, and to perform and observe the agreements and covenants on its part contained in the Tax Abatement Agreement; and

WHEREAS, the Granting Authority represents and warrants to the Company that it has power under that constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out the provisions of the Tax Abatement Agreement;

NOW THEREFORE, be it resolved by the Granting Authority as follows:

Section 1. Approval is hereby given to the application of the Company and abatement is hereby granted of (check all that apply):

- ☒ all state and local noneducational property taxes,

- ✓ all construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and /or
- all mortgage and recording taxes

as the same may apply to the fullest extent permitted by the Act. The period of abatement for the noneducational property taxes (if applicable) shall extend for a period of 10 years measured as provided in Section 40-9B-3(a)(12) of the Act.

Section 2. The governing body of the Granting Authority is authorized to enter into an abatement agreement with the Company to provide for the abatement granted in Section 1.

Section 3. A certified copy of this resolution, with the application and abatement agreement, shall be forwarded to the Company to deliver to the appropriate local taxing authorities (if applicable) and to the Alabama Department of Revenue in accordance with the Act.

Section 4. The governing body of the Granting Authority is authorized to take any and all actions necessary or desirable to accomplish the purpose of the foregoing of this resolution.

I hereby certify that the above and foregoing was duly adopted by the Loxley Industrial Development Board at a meeting held on the 31st day of January, 2019.


(Secretary)