

Baldwin County Commission



Baldwin County Commission Work Session Meeting Agenda

**Tuesday, February 11, 2020
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

Wayne A. Dyess, County Administrator

All individuals wishing to speak must fill out a speaking request form. Speakers are asked to limit comments to 3 minutes. Groups are asked to select a spokesperson to speak on behalf of the group with time allotted to the spokesperson being limited to 5 minutes.

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.

The public may submit comments or questions to the County Commissioners by email or by telephone at 251.937.0264.

James E. Ball, Dist. 1 - jeb.ball@baldwincountyal.com
Joe Davis, III, Dist. 2 - joe.davis@baldwincountyal.gov
Billie Jo Underwood, Dist. 3 - bunderwood@baldwincountyal.gov
Charles F. Gruber, Dist. 4 - cgruber@baldwincountyal.gov

WELCOME, INVOCATION AND PLEDGE OF ALLEGIANCE

A ELECTED OFFICIALS

- A1** Approval of Appointment of One Deputy Coroner of Baldwin County, Alabama [20-0723](#)

B BUDGET/PURCHASING

- B1** Competitive Bid #WG19-12 - Provision of Janitorial Services for the Baldwin County Commission [20-0654](#)
- B2** Competitive Bid #WG20-07 - Labor and Incidental Materials for Roof Replacement and Maintenance to Various County Buildings for the Baldwin County Commission [20-0649](#)
- B3** Competitive Bid #WG20-14 - Provision of Rental Equipment for the Baldwin County Commission [20-0694](#)
- B4** Competitive Bid #WG20-15 - Provision of Roadway Pipe for the Baldwin County Commission [20-0709](#)
- B5** Competitive Bid #WG20-16 - Purchase and Installation of HVAC Controls for Various County Buildings [20-0710](#)
- B6** Competitive Bid #WG20-17 - Provision of Erosion Control Materials for the Baldwin County Commission [20-0685](#)
- B7** STPOA-0042 (537) BCP-0209719 Traffic Light Installation at the Intersection of U.S. Highway 98 and County Road 34 for the Baldwin County Commission [20-0691](#)

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| B8 | The Public Building Authority of Baldwin County - Resolution #2020-059 and Lease Agreement (Baldwin County Jail Project) | <u>20-0734</u> |
| B9 | Resolution #2020-060 and Refunding Trust Agreement for the 2012 General Obligation Warrants | <u>20-0736</u> |
| C | HIGHWAY | |
| C1 | Eastern Shore Metropolitan Planning Organization - Request for Resolution and Support for Proposed Scope of Mobile River Bridge and Expressway Project | <u>20-0735</u> |
| C2 | Alabama Department of Transportation (ALDOT) Request - Rename Portion of County Road 68 to Buc-ee's Boulevard | <u>20-0724</u> |
| C3 | Blakeley State Park Road Improvements | <u>20-0725</u> |
| C4 | Intersection Realignment and Installation of Turn Lanes at County Road 31 (Old Highway 31) and State Route 3 (U.S. Highway 31) - Resolution No. 2020-054 and Project Funding Agreement | <u>20-0622</u> |
| C5 | License Agreement No. 20003 - Keller Road Right-of-Way | <u>20-0726</u> |
| D | BALDWIN REGIONAL AREA TRANSIT SYSTEM (BRATS) | |
| D1 | Request for Proposals for On-Demand, Dynamic Scheduling Software | <u>20-0718</u> |
| E | PARKS | |
| F | FINANCE AND ACCOUNTING | |
| G | ENVIRONMENTAL MANAGEMENT (SOLID WASTE) | |
| G1 | Baldwin County Solid Waste Standard On-call Contract for Engineering and Related Services | <u>20-0712</u> |
| G2 | Baldwin County Solid Waste Uncollectible Residential Accounts | <u>20-0711</u> |
| G3 | CORE Computing Solutions, Inc. - Maintenance and Support for eMobile On-Board Tablets | <u>20-0713</u> |
| H | BUILDING INSPECTION | |
| H1 | Agreement with the Town of Elberta - Enforcement of Building Codes and Laws | <u>20-0702</u> |
| H2 | Agreement with the Town of Elberta - Enforcement of Flood Damage Prevention Ordinance | <u>20-0701</u> |
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| H3 | Agreement with the Town of Magnolia Springs - Enforcement of Building Codes and Laws | <u>20-0706</u> |
| H4 | Agreement with the Town of Magnolia Springs - Enforcement of Flood Damage Prevention Ordinance | <u>20-0705</u> |
| H5 | Agreement with the Town of Perdido Beach - Enforcement of Building Codes and Laws | <u>20-0703</u> |
| H6 | Agreement with the Town of Perdido Beach - Enforcement of Flood Damage Prevention Ordinance | <u>20-0704</u> |
| H7 | Building Inspection Department Update | <u>20-0717</u> |
| I | PLANNING AND ZONING | |
| J | COMMUNICATIONS/INFORMATION SYSTEMS (CIS) | |
| J1 | GPS Insight Solution Monitoring Agreement | <u>20-0715</u> |
| K | ARCHIVES AND HISTORY | |
| K1 | Aaron Media Services - Professional Services Agreement for Baldwin County Commission Documentaries | <u>20-0707</u> |
| K2 | OnCell - Professional Services Agreement for the Baldwin County Historic Driving and Walking Tour App | <u>20-0708</u> |
| L | BUILDING MAINTENANCE | |
| M | COUNCIL ON AGING | |
| M1 | Contract for Indigent Cremation/Burial Services | <u>20-0688</u> |
| N | EMERGENCY MANAGEMENT AGENCY (EMA) | |
| N1 | Memorandum of Understanding between the Department of Human Resources and Baldwin County Commission - Medical Needs Shelter at Baldwin County Coliseum | <u>20-0600</u> |
| N2 | 2020 Baldwin County Preparedness and Recovery Expo Promotional Items | <u>20-0720</u> |
| O | JUVENILE DETENTION | |
| P | PERSONNEL | |
| P1 | Board of Registrars - Position Changes | <u>20-0728</u> |
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| P2 | Building Inspection Department - Creation of Positions | <u>20-0729</u> |
| P3 | Communications/Information Systems Department - Position Changes | <u>20-0730</u> |
| P4 | Finance and Accounting Department- Position Changes | <u>20-0727</u> |
| P5 | Solid Waste Department - Position Change | <u>20-0731</u> |
| Q | ANIMAL CONTROL | |
| R | ADMINISTRATION | |
| R1 | Baldwin County Commission District No. 2 Planning (Zoning) District Board of Adjustment (Greater Eastern Shore Baldwin County Area) - Board Appointment(s) | <u>20-0493</u> |
| R2 | DSD Services Group, LLC - Consulting in the Form of Specialized Professional Services Contract | <u>20-0527</u> |
| R3 | Request for the Use of the Baldwin County Central Annex Auditorium for Baldwin County Veterans Court Graduation | <u>20-0466</u> |
| R4 | Space Allocation in County Facilities - Allocation of Space at the Baldwin County Courthouse in Bay Minette, Alabama - Correction to Resolution #2020-057 | <u>20-0732</u> |
| R5 | U.S. Census Bureau 2020 Initial Boundary Validation Program | <u>20-0716</u> |
| R6 | Economic and Workforce Development Partnership with Airbus | <u>20-0741</u> |
| S | ADDENDA | |
| T | PUBLIC COMMENT | |
| U | PRESS QUESTIONS | |
| V | COMMISSIONER COMMENTS | |
| W | ADJOURNMENT | |



Baldwin County Commission

Agenda Action Form

File #: 20-0723, **Version:** 1

Item #: A1

Meeting Type: BCC Work Session

Meeting Date: 2/11/2020

Item Status: New

From: Dr. Brian Pierce, Coroner

Submitted by: Brandy Byrd, Administrative Support Specialist III

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 Nicholas Miller as Deputy Coroner of Baldwin County, Alabama, further, approve Deputy Coroner Miller's compensation at \$1,000.00 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 eligible applicable car mileage becoming effective March 1, 2020.

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.

FINANCIAL IMPACT

Total cost of recommendation: Deputy Coroner Miller - \$1,000.00 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:

Nicholas Miller
11638 County Road 48
Fairhope, Alabama 36532

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

Ron Cink, Budget Director
Eva Cutsinger, Senior Accountant
Brandy Byrd, 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 5, 2020

Dear Commissioners:

I, Dr. Brian Pierce, Coroner of Baldwin County do appoint Nicholas K. Miller as Deputy Coroner, for the office of Baldwin County Coroner.

Mr. Miller will receive a salary of \$1,000.00 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



RLI Insurance Company
P.O. Box 3967 Peoria IL 61612-3967
Phone: (309)692-1000 Fax: (309)683-1610

Official Bond And Oath

Bond No. LSM1300212

KNOW ALL MEN BY THESE PRESENTS:

That we, Nicholas Kane Miller,
as Principal, and RLI Insurance Company, a corporation duly
licensed to do business in the State of Alabama, as Surety, are held and firmly bound unto
the Baldwin County Commission in the penal sum of
Ten Thousand and 00/100 DOLLARS
(\$ 10,000.00), to the payment of which sum, well and truly to be made, we jointly and severally bind ourselves
and our legal representatives firmly by these presents.

DATED this 20th day of September, 2019.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas, the said Principal was duly ☐ elected ☒ appointed
to the office of Deputy Coroner in Training in the State of
Alabama for the term commencing on the 1st day of October, 2019 and ending on
September 20, 2020.

NOW THEREFORE, if the said Principal shall faithfully perform the duties of his said office, then this obligation shall be
void and of no effect.

This bond is executed by the Surety upon the following express conditions:

FIRST, the Surety shall not be liable hereunder for the loss of any public moneys or funds occurring through or resulting
from the failure of, or default in payment by, any banks or depositories in which any public moneys or funds have been
deposited, or may be deposited, or placed to the credit, or under the control of the Principal, whether or not such banks or
depositories were or may be selected or designated by the Principal or by other persons; or by reason of the allowance to, or
acceptance by the Principal or any interest on said public moneys or funds, any law, decision, ordinances, or statute to the
contrary notwithstanding.

SECOND, that the Surety shall not be liable for any loss or losses, resulting from the failure of the Principal to collect any
taxes, licenses, levies, assessments, etc., with the collections or which he may be chargeable by reason of his election or
appointment as aforesaid.

THIRD, that the Surety may, if it shall so elect, cancel this bond by giving thirty (30) days notice in writing to the Oblige
and this bond shall be deemed canceled at the expiration of said thirty (30) days; the Surety remaining liable, however,
subject to all the terms, conditions and provisions of this bond for any act or acts covered by this bond which may have been
committed by the Principal up to the date of such cancellation.

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 10/7/2019 9:08 AM
TOTAL \$ 0.00
3 Pages

1788050



Nicholas Kane Miller

Nicholas Kane Miller

Principal

RLI Insurance Company

Nicole Wickers

Nicole Wickers

Attorney In Fact

APPROVAL:

I have inspected the above Bond and do hereby certify
that the same is sufficient.

Approving Officer

Title

OATH OF OFFICE

THE STATE OF Alabama }
County of _____ } SS

Nicholas Kane Miller, being duly sworn, says that he will support the Constitution of the United States and the Constitution of the State of Alabama, and that he will faithfully discharge the duties of his said office as Deputy Coroner in Training.

Subscribed and sworn to before me this 4th day of October, 2019.

My Commission Expires

8/17, 2023.

Thomas E. Bryan
Notary Public

ACKNOWLEDGEMENT OF SURETY

STATE OF Alabama }
COUNTY OF Baldwin } SS

On this 20th day of September, 2019, before me, a Notary Public in and for said County, personally appeared Nicole Vickers, personally known to me, who being by me duly sworn, did say that he/she is the aforesaid Attorney In Fact of the RLI Insurance Company of Peoria, Illinois, a corporation duly organized and existing under the laws of the State of Illinois, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the said instrument was signed, sealed and executed in behalf of said corporation by authority of its Board of Directors, and further acknowledge that the said instrument and the execution thereof to be a voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal the day and year last above written.

Julie Adams
Notary Public

My Commission Expires

11/20/21

POWER OF ATTORNEY

RLI Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

Bond No. LSM1300212

That the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Nicole Vickers in the City of Fairhope, State of Alabama, as it's true and lawful Agent and Attorney In Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Seven Million Five Hundred Thousand and 00/100 Dollars (\$ 7,500,000.00) for any single obligation, and specifically for the following described bond.

Principal: Nicholas Kane Miller

Obligee: Baldwin County Commission

Type Bond: Deputy Coroner in Training

Bond Amount: \$ 10,000.00

Effective Date: October 1, 2019

The RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 20th day of September, 2019.



RLI Insurance Company

By: B. W. Davis

Barton W. Davis

Vice President

State of Illinois

County of Peoria

} SS

On this 20th day of September, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnnigk

Gretchen L. Johnnigk

Notary Public



CERTIFICATE

I, the undersigned officer of

RLI Insurance Company

do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the

RLI Insurance Company

this 20th day of September, 2019.

RLI Insurance Company

By: Jean M. Stephenson

Jean M. Stephenson

Corporate Secretary

A0006817



Baldwin County Commission

Agenda Action Form

File #: 20-0654, **Version:** 1

Item #: B1

Meeting Type: BCC Work Session

Meeting Date: 2/11/2020

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 #WG19-12 - Provision of Janitorial Services for the Baldwin County Commission

STAFF RECOMMENDATION

Terminate the Janitorial Contract with **Enmon Enterprises, d/b/a Jani-King of Mobile**, for services provided at the Parks Building and Highway Barn & Maintenance Building located in Silverhill and the Highway Barn & Maintenance Building located in Bay Minette and authorize the Chairman to write a letter to Enmon Enterprises, d/b/a Jani-King of Mobile, terminating the services with the required 30 days notification.

BACKGROUND INFORMATION

Previous Commission action/date:

12/18/2018 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Janitorial Services for the Baldwin County Commission 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

01/15/2019 meeting: Awarded the bid to the lowest bidders, Enmon Enterprises, LLC, d/b/a Jani-King of Mobile and TTB Inc., d/b/a Service Master Action Cleaning, Jazzy Clean Janitorial for the Provision of Janitorial Services as per the attached Award Listing.

Background: The bid for janitorial services was awarded to Enmon Enterprises, d/b/a Jani-King of Mobile, for the Parks Building and Highway Barn & Maintenance Building located in Silverhill and the Bay Minette Highway Barn & Maintenance Building on January 15, 2019 for three (3) years. The services cost \$207.96 per month for the Silverhill Parks Building; Silverhill Highway Barn & Maintenance Building \$307.29 per month, and \$259.07 per month at the Bay Minette Highway Barn & Maintenance Building. The bid specifications states "the janitorial services to be provided by this bid may be terminated by either party upon written notification by US Certified Mail, such termination to take effect thirty (30) days after receipt of such written notification". The County Engineer, Joey

Nunnally is requesting that the Commission terminate the services with Jani-King of Mobile for the Highway Maintenance Buildings and the Parks Building which is located next to the Silverhill Highway facility.

FINANCIAL IMPACT

Total cost of recommendation: cost savings of \$9,291.81 per year

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 02/18/2020

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

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

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 20-0649, **Version:** 1

Item #: B2

Meeting Type: BCC Work Session

Meeting Date: 2/11/2020

Item Status: New

From: Wanda Gautney, Purchasing Director; Junius Long, Building Facilities Coordinator

Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

Competitive Bid #WG20-07 - Labor and Incidental Materials for Roof Replacement and Maintenance to Various County Buildings for the Baldwin County Commission

STAFF RECOMMENDATION

Award the bid for Labor and Incidental Materials for Roof Replacement and Maintenance to Various County Buildings to the lowest bidder, **Nations Roof Central, LLC**, as per the attached Award Listing and authorize the Chairman to execute the Contract effective not more than 90 days after the Notice to Proceed is issued.

BACKGROUND INFORMATION

Previous Commission action/date:

12/03/2019 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Labor and Incidental Materials for Roof Replacement and Maintenance to various County Buildings; 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; and 3) Approved and authorized the Purchasing Director to issue a Purchase Order to Garland/DBS, Inc., in the amount of \$215,791.89 not to exceed \$218,000.00 for the roofing materials which are being purchased off the U. S. Communities Contract.

Background: Bids were opened in the Purchasing Conference Room on January 22, 2020 at 1:30 P.M. Four (4) bids were received. Recommend the Commission award the bid (Option #1 & Option #2 & #3) to the lowest responsible bidder, Nations Roof Central, LLC, as per the attached Award Listing for the Labor and Incidental Materials for Roof Replacement and Maintenance to Various County Buildings. Bid Tabulation is attached for review.

FINANCIAL IMPACT

Total cost of recommendation: Estimated \$421,211.00

Budget line item(s) to be used: 51555.5524.113002 & 52200.5599

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 Professional & Construction Contract

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? Yes

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 02/18/2020

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

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

Additional instructions/notes: N/A

COMPETITIVE BID #WG20-07 AWARD LISTING**Labor & Incidental Materials for Roof Replacement & Maintenance to Various County Buildings**

BIDDER: Nations Roof Central, LLC		AL GC LIC. #: 49597
		<u>Amount Bid</u>
OPTION #1 (Reroof Package)	\$	212,994.00
1. DA Office, Bay Minette		
2. Health Department, Bay Minette		
DEDUCT/OPTION #1 (DA Office, Bay Minette)	\$	(11,500.00)
OPTION #2 (Coatings Package)	\$	153,127.00
3. Jail K-Block, Bay Minette		
4. Central Annex I, Robertsdale		
OPTION #3 (Coatings Package)	\$	66,590.00
3. CIS Building Annex II (Old BOE), Bay Minette		
4. BOE Offices North, Bay Minette		
UNIT PRICING		
a. Replace deteriorated wood nailers with PT, per BF	\$	4.20
b. Additional attachment for existing nailers, to concrete or steel, per LF	\$	1.25
c. Remove and replace wet insulation, per SF, credit unused portion.	\$	9.75
d. Mastic and mesh reinforcement per LF, in addition to base bid quantities, credit unused quantities	\$	16.00
e. Remove and replace deteriorated 1.0" thickness T&G wood decking, per SF, in addition to base bid quantities, credit unused quantities.	\$	9.00
Bid Bond:	YES	
Exceptions:	NONE	

COMPETITIVE BID #WG20-07 BID TABULATION**Labor & Incidental Materials for Roof Replacement & Maintenance to Various County Buildings**

BIDDER: Nations Roof Central, LLC		AL GC LIC. #: 49597
	<u>Amount Bid</u>	
OPTION #1 (Reroof Package)	\$ 212,994.00	
1. DA Office, Bay Minette		
2. Health Department, Bay Minette		
DEDUCT/OPTION #1 (DA Office, Bay Minette)	\$ (11,500.00)	
OPTION #2 (Coatings Package)	\$ 153,127.00	
3. Jail K-Block, Bay Minette		
4. Central Annex I, Robertsedale		
OPTION #3 (Coatings Package)	\$ 66,590.00	
3. CIS Building Annex II (Old BOE), Bay Minette		
4. BOE Offices North, Bay Minette		
UNIT PRICING		
a. Replace deteriorated wood nailers with PT, per BF	\$ 4.20	
b. Additional attachment for existing nailers, to concrete or steel, per LF	\$ 1.25	
c. Remove and replace wet insulation, per SF, credit unused portion.	\$ 9.75	
d. Mastic and mesh reinforcement per LF, in addition to base bid quantities, credit unused quantities	\$ 16.00	
e. Remove and replace deteriorated 1.0" thickness T&G wood decking, per SF, in addition to base bid quantities, credit unused quantities.	\$ 9.00	
Bid Bond:	YES	
Exceptions:	NONE	

BIDDER: Amerson Roofing, Inc.		AL GC LIC. #: 18200
	<u>Amount Bid</u>	
OPTION #1 (Reroof Package)	No Bid	
1. DA Office, Bay Minette		
2. Health Department, Bay Minette		
DEDUCT/OPTION #1 (DA Office, Bay Minette)	No Bid	
OPTION #2 (Coatings Package)	\$ 133,745.00	
3. Jail K-Block, Bay Minette		
4. Central Annex I, Robertsedale		
OPTION #3 (Coatings Package)	\$ 124,996.00	
3. CIS Building Annex II (Old BOE), Bay Minette		
4. BOE Offices North, Bay Minette		
UNIT PRICING		
a. Replace deteriorated wood nailers with PT, per BF	\$ 2.50	
b. Additional attachment for existing nailers, to concrete or steel, per LF	\$ 5.00	
c. Remove and replace wet insulation, per SF, credit unused portion.	\$ 5.00	
d. Mastic and mesh reinforcement per LF, in addition to base bid quantities, credit unused quantities	\$ 5.00	
e. Remove and replace deteriorated 1.0" thickness T&G wood decking, per SF, in addition to base bid quantities, credit unused quantities.	\$ 8.00	
Bid Bond:	YES	
Exceptions:	NONE	

BIDDER: Dobson Sheet Metal & Roofing, Inc.		AL GC LIC. #: 13043
	<u>Amount Bid</u>	
OPTION #1 (Reroof Package)	\$ 203,368.00	
1. DA Office, Bay Minette		
2. Health Department, Bay Minette		
DEDUCT/OPTION #1 (DA Office, Bay Minette)	\$ (500.00)	
OPTION #2 (Coatings Package)	\$ 183,098.00	
3. Jail K-Block, Bay Minette		
4. Central Annex I, Robertsedale		
OPTION #3 (Coatings Package)	\$ 80,223.00	
3. CIS Building Annex II (Old BOE), Bay Minette		
4. BOE Offices North, Bay Minette		
UNIT PRICING		
a. Replace deteriorated wood nailers with PT, per BF	\$ 3.00	
b. Additional attachment for existing nailers, to concrete or steel, per LF	\$ 1.00	
c. Remove and replace wet insulation, per SF, credit unused portion.	\$ 10.00	
d. Mastic and mesh reinforcement per LF, in addition to base bid quantities, credit unused quantities	\$ 2.00	
e. Remove and replace deteriorated 1.0" thickness T&G wood decking, per SF, in addition to base bid quantities, credit unused quantities.	\$ 9.00	
Bid Bond:	YES	
Exceptions:	NONE	

BIDDER: E Cornell Malone Corporation		AL GC LIC. #: 41604
	<u>Amount Bid</u>	
OPTION #1 (Reroof Package)	\$ 231,550.00	
1. DA Office, Bay Minette		
2. Health Department, Bay Minette		
DEDUCT/OPTION #1 (DA Office, Bay Minette)	\$ (4,000.00)	
OPTION #2 (Coatings Package)	\$ 172,500.00	
3. Jail K-Block, Bay Minette		
4. Central Annex I, Robertsedale		
OPTION #3 (Coatings Package)	\$ 65,685.00	
3. CIS Building Annex II (Old BOE), Bay Minette		
4. BOE Offices North, Bay Minette		
UNIT PRICING		
a. Replace deteriorated wood nailers with PT, per BF	\$ 5.00	
b. Additional attachment for existing nailers, to concrete or steel, per LF	\$ 2.50	
c. Remove and replace wet insulation, per SF, credit unused portion.	\$ 6.00	
d. Mastic and mesh reinforcement per LF, in addition to base bid quantities, credit unused quantities	\$ 4.00	
e. Remove and replace deteriorated 1.0" thickness T&G wood decking, per SF, in addition to base bid quantities, credit unused quantities.	\$ 6.00	
Bid Bond:	YES	
Exceptions:	NONE	

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 **Nations Roof Central, LLC**, (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas, at its regular meeting on Tuesday, December 3, 2019, the COUNTY authorized staff to solicit bids for Labor and Incidental Materials for Roof Replacement & Maintenance to Various County Buildings for the Baldwin County Commission; and

Whereas, PROVIDER presented the lowest bid to the COUNTY, and therefore, the COUNTY wishes to retain the 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: Nations Roof Central, LLC

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: Nations Roof Central, LLC
2914 Lawing Lane
Rowlett, TX 75088
ATTN: Mike Zupo

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 #WG20-07**”, the same being expressly incorporated herein by reference, and without limitation will encompass:

“Competitive Bid #WG20-07 – Labor and Incidental Materials for Roof Replacement & Maintenance to Various County Buildings 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 as shown on **“Attachment A”** for **Option 1 & Option 2 & 3**. 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 not more than **ninety (90) days** after the Notice to Proceed is given for Option 1 & Option 2 & 3 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 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.

SIGNATURE & NOTARY PAGES TO FOLLOW

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

COUNTY:

ATTEST:

BILLIE JO UNDERWOOD / Date
Chairman

WAYNE DYESS / Date
County Administrator

State of Alabama)

County of Baldwin)

I, _____ Notary Public in and for said County, in said State, hereby certify that, Billie Jo Underwood., whose name as Chairman of Baldwin County Commission, and Wayne Dyess, whose name as County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

Given under my hand and official seal, this the day of _____, 2020.

Notary Public
My Commission Expires

PROVIDER:

Nations Roof Central, LLC

_____/_____
By _____/ Date
Its _____

State of Alabama)

County of Baldwin)

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

GIVEN under my hand and seal on this the _____ day of _____, 2020.

Notary Public
My Commission Expires

BID #WG20-07 RESPONSE FORM

Labor & Incidental Materials for Roof Replacement & Maintenance to Various County Buildings

Date: 1/22/2020

Out of State x Yes or No If yes, 307-097
Registration Number

Company Name: Nations Roof Central, LLC

Address: 2914 Lawing Lane

Rowlett, TX 75088

Company Rep Mike Zupo
(Rep. Name Typed or Printed)

Position: Operations Manager

Phone: 251-661-1971

Fax: 251-661-1818

Email: mzupo@nationsroof.com

Contractor's License Number 49597

(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"

SECTION 0400

BID FORM

PROJECT IDENTIFICATION: "Roof Replacement and Maintenance to Various Buildings,
Labor Contract"

BID TO: Baldwin County Commission

BID FROM: Nations Roof Central, LLC
2914 Lawing Lane
Rowlett, TX 75088

1. The undersigned BIDDER agrees, if this Bid is accepted, to enter into an agreement with OWNER, to perform the Work as specified for the Bid Price and within the Bid Times indicated and in accordance with other terms and conditions of the Contract Documents.
2. In submitting this Bid, BIDDER represents, per Agreement, that:
 - a. This Bid will remain subject to acceptance for 30 days after the day of Bid opening;
 - b. The Owner has the right to reject this Bid;
 - c. BIDDER accepts the provisions of the Instructions and Supplementary Instructions to Bidders regarding disposition of Bid Security;
 - d. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of OWNER'S Notice of Award;
 - e. BIDDER has received the following Addenda receipt of which is hereby acknowledged;

Date Number

#1 dated 1/8/2020

- | | |
|---|---------------|
| 3a. OPTION #1 (Reroof Package) | \$ 212,994.00 |
| 1. DA Office, Bay Minette | |
| 2. Health Department, Bay Minette | |
| 3b. OPTION #2 (Coatings Package) | \$ 153,127.00 |
| 3. Jail K-Block, Bay Minette | |
| 4. Central Annex I, Robertsdale | |
| 3c. OPTION #3 (Coatings Package) | \$ 66,590.00 |
| 3. CIS Building Annex II (Old BOE), Bay Minette | |
| 4. BOE Offices North, Bay Minette | |
| 4. DEDUCT / ALTERNATE #1 (DA Office) | \$ 11,500.00 |
| Remove lumber and plywood from Detail A/4
if existing concealed construction supports code
compliant attachment requirements. | |

5. UNIT PRICING

- a. Replace deteriorated wood nailers with PT, per BF \$ 4.20
- b. Additional attachment for existing nailers, to concrete or steel, per LF \$ 1.25
- c. Remove and replace wet insulation, per SF, credit unused portion. \$ 9.75
- d. Mastic and mesh reinforcement per LF, in addition to base bid quantities, credit unused quantities. \$ 16.00
- e. Remove and replace deteriorated 1.0" thickness T&G wood decking, per SF, in addition to base bid quantities, credit unused quantities. \$ 9.00

6. SUBMITTED BY: Mikel J. [Signature], on Jan 22, 2019 20

7. COMPANY NAME: Nations Roof Central, LLC

GULF COAST MEDIA

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

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

LEGAL REP -
251-345-6805

PROOF OF PUBLICATION STATE OF ALABAMA • BALDWIN COUNTY

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Perry who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

12/13/2019, 12/20/2019, 12/27/2019

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

X April M. Perry
April M. Perry, Legal Ad Representative

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



AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 12/27/2019.

BALDWIN COUNTY COMMISSION - LEGA

Acct#: 984131

Ad#: 306946

Bid Package #WG20-07

Amount of Ad: \$249.60

Legal File# Bid Package #WG

INVITATION TO BID

STATE OF ALABAMA COUNTY OF BALDWIN

NOTICE IS HEREBY GIVEN that the County Commission of Baldwin County, Alabama, will receive bids in the Purchasing Office on January 15, 2020 at 1:00 P.M., for Labor and Incidental Materials for Roof Replacement & Maintenance to Various County Buildings for the Baldwin County Commission. Bids will be opened January 15, 2020 at 1:30 P. M., in the Purchasing Conference Room located at 257 Hand Avenue, Bay Minette, Alabama. Bids received after the January 15, 2020 at 1:00 P.M., deadline will not be considered. All times to be determined solely by the clock on

the wall of the Purchasing Conference Room. For all purposes and uses herein, a bid and all required paperwork is "received" at the time and date indicated on the Purchasing Office file stamp which shall be impressed on the face of all such documents when and as presented at the Purchasing Office.

PRE-BID CONFERENCE

A mandatory Pre-Bid Conference will be held at the Baldwin County Purchasing Department located at 257 Hand Avenue, Bay Minette, AL., on Wednesday, January 8, 2020 at 9:30 A.M. ALL INTERESTED BIDDERS MUST ATTEND. Contractors will not be allowed to submit a bid for this project if they or a representative of their company does not attend the Pre-Bid Conference.

Bid packages can be obtained from the website www.baldwincounty.al.gov or Wanda Gautney (251) 580-2520 phone or (251) 580-2536 fax, or Sherry R. Smith (251) 580-1911, 257 Hand Ave., Annex III Building, Bay Minette, AL 36507. Ask for Bid Package #WG20-07.
December 13-20-27, 2019

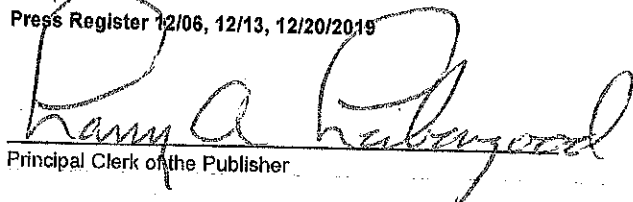
Wanda Gautney
57995.5253

State of Alabama,) ss

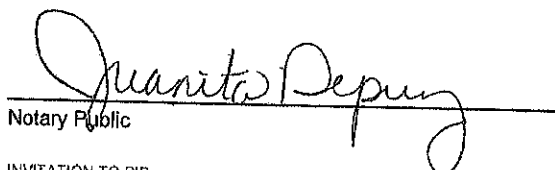
County of Mobile)

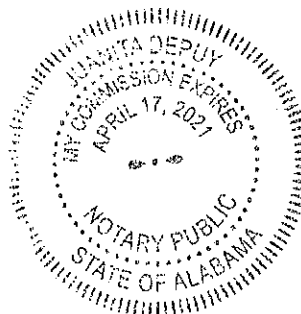
Larry Leibengood being duly sworn, deposes that he/she is principal clerk of Alabama Media Group; that Press Register is a public newspaper published in the city of Mobile, with general circulation in Mobile County, and this notice is an accurate and true copy of this notice as printed in said newspaper,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

Press Register 12/06, 12/13, 12/20/2019


Principal Clerk of the Publisher

Sworn to and subscribed before me this 20th day of December 2019


Notary Public




INVITATION TO BID
STATE OF ALABAMA
COUNTY OF BALDWIN

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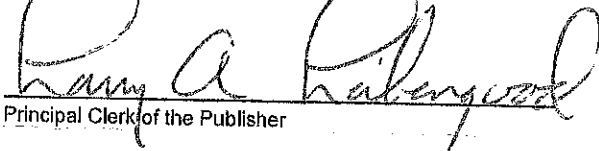
PRESS REGISTER
December 6, 13, 20, 2019


51995.5253

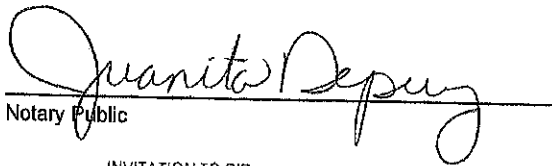
State of Alabama,) ss
County of Jefferson)

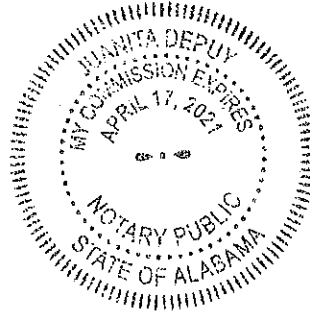
Larry Leibengood being duly sworn, deposes that he/she is principal clerk of Alabama Media Group; that The Birmingham News is a public newspaper published in the city of Birmingham, with general circulation in Jefferson County, and this notice is an accurate and true copy of this notice as printed in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

The Birmingham News 12/06, 12/13, 12/20/2019


Principal Clerk of the Publisher

Sworn to and subscribed before me this 20th day of December 2019


Notary Public



INVITATION TO BID
STATE OF ALABAMA
COUNTY OF BALDWIN

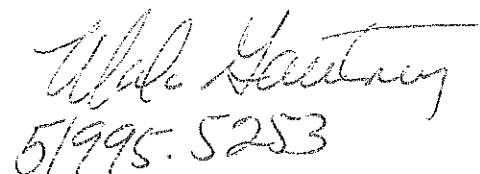
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Bham News: December 6, 13, 20, 2019


51995.5253

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



Daily-Montgomery, Montgomery County, AL

E-Verify#: DHS72179

PROOF OF PUBLICATION

State of Alabama

County of Montgomery:

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

INVITATION TO BID STATE OF ALABAMA COUNTY OF BALDWIN

Ad Number: 0003932461

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

12/06/19, 12/13/19, 12/20/19

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 \$352.80

Wanda Gautney
51995.5253

Subscribed and sworn to before me this 23rd day of December 2019
by Crystal Jones who is personally known to me.

Gregory

Affiant

Shalawn Williams

Notary Public

SHALAWN WILLIAMS
NOTARY PUBLIC
STATE OF ALABAMA
MY COMMISSION EXPIRES NOV. 18, 2020

RECEIVED

JAN 02 2020

Accounting/S. Grem

**INVITATION TO BID
STATE OF ALABAMA
COUNTY OF BALDWIN**

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website www.baldwincountyal.gov or Wanda Gautney (251) 580-2520 phone or (251) 580-2556 fax, or Sherry R. Smith (251) 580-1911, 257 Hand Ave., Annex III Building, Bay Minette, AL 36507. Ask for Bid Package #WVG20-07. Mont. Adv. 12/6,13, 2019 - 3932461

INVITATION TO BID STATE OF ALABAMA COUNTY OF BALDWIN



Baldwin County Commission

Agenda Action Form

File #: 20-0694, **Version:** 1

Item #: B3

Meeting Type: BCC Work Session

Meeting Date: 2/11/2020

Item Status: New

From: Wanda Gautney, Purchasing Director

Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

Competitive Bid #WG20-14 - Provision of Rental Equipment for the Baldwin County Commission

STAFF RECOMMENDATION

Award the bid for the Provision of Rental Equipment to the lowest responsible bidders as per the attached Award Listings for each category of headings to **United Rentals - Irvington, Pittman Tractor Company, Inc., Tractor & Equipment Company, United Rentals - Foley, 1 Source Power & Equipment, Kingline Equipment, Inc., and Robertsedale Rent-All, Inc.**

BACKGROUND INFORMATION

Previous Commission action/date:

12/17/19 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Rental Equipment; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

Background: Bids were opened in the Purchasing Conference Room on January 23, 2020 at 1:30 P.M. Seven (7) bids were received. Bids were awarded by six (6) categories to the lowest responsible bidders. The categories are Picked-Up Daily, Weekly, and Monthly, and Delivered Daily, Weekly, and Monthly as per the attached Award Listings. Recommend the Commission award the bid to the lowest responsible bidders as per the attached Award Listings for each category of headings for the Provision of Rental Equipment. Award Listings and Bid Tabulations are attached.

FINANCIAL IMPACT

Total cost of recommendation: Variable

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

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

N/A

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 02/18/2020

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

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

Letter to Bidders

Additional instructions/notes: N/A

COMPETITIVE BID #WG20-14 AWARD LISTING**PROVISION OF RENTAL EQUIPMENT - PICKED-UP BY BALDWIN COUNTY****Effective Date: 02/19/2020 through 02/19/2021**

EQUIPMENT	BIDDER	AMOUNT BID - DAILY RATE
6" Diesel Hydraulic Pump w/100ft.suction hose&200ft. discharge hose	1 Source Power & Equipment United Rentals - Irvington	\$250.00 Prime \$1,327.54 Secondary
2 in. Electric Submerge Pump w/200 ft. hose	Robertsdale Rent All, Inc. 1 Source Power & Equipment	\$35.00 Prime \$60.00 Secondary
Mud Pump	1 Source Power & Equipment United Rentals - Irvington	\$60.00 Prime \$335.12 Secondary
12 ft. Wood Grinder w/ Operator Powered by Diesel, Minimum Reach 27' w/Capabilities of lifting 5000 lbs.	Pittman Tractor Co., Inc. No Bid	\$6,000.00 Prime No Bid Secondary
Tub Grinder List various sizes available w/price	No Bid No Bid	No Bid Prime No Bid Secondary
Tub Grinder List various sizes available w/price	No Bid No Bid	No Bid Prime No Bid Secondary
Tub Grinder List various sizes available w/price	No Bid No Bid	No Bid Prime No Bid Secondary
Bandit Model 1890 Wood Chipper or equal	Pittman Tractor Co., Inc. No Bid	\$1,050.00 Prime No Bid Secondary
Curtain Burner 30ft.	Pittman Tractor Co., Inc. No Bid	\$645.00 Prime No Bid Secondary
3500 Watt Honda Generator or equal	Robertsdale Rent All, Inc. 1 Source Power & Equipment	\$45.00 Prime \$72.00 Secondary

Diesel Powered Light Plants w/four 1000 watt Metal Halide Flood Lights	United Rentals - Foley 1 Source Power & Equipment	\$99.47 Prime \$120.00 Secondary
285 CFM Diesel Powered Air Compressor w/100 ft. of 1 in. air hoses or equal	1 Source Power & Equipment No Bid	\$275.00 Prime No Bid Secondary
Gas Powered Portable Welding Machine - Medium Duty	United Rentals - Foley 1 Source Power & Equipment	\$95.45 Prime \$100.00 Secondary
40 ft. Towable Bucket Lift	United Rentals - Foley No Bid	\$258.00 Primary No Bid Secondary
Toyota Model 7FGU25 Forklift or equal	1 Source Power & Equipment United Rentals - Foley	\$175.00 Prime \$221.00 Secondary
32' Scissor Lift	1 Source Power & Equipment United Rentals - Foley	\$150.00 Prime \$167.00 Secondary
Trencher - 4" List various sizes available w/price	United Rentals - Foley No Bid	\$149.00 Prime No Bid Secondary
Trencher - 2' List various sizes available w/price	Robertsdale Rent All, Inc. No Bid	\$125.00 Prime No Bid Secondary
Trencher - 3' List various sizes available w/price	Robertsdale Rent All, Inc. No Bid	\$175.00 Prime No Bid Secondary
Trencher - 4' List various sizes available w/price	Robertsdale Rent All, Inc. No Bid	\$175.00 Prime No Bid Secondary
Horizontal Directional Boring Machine List various sizes available w/price	No Bid No Bid	No Bid Prime No Bid Secondary

Horizontal Directional Boring Machine List various sizes available w/price	No Bid No Bid	No Bid Prime No Bid Secondary
Horizontal Directional Boring Machine List various sizes available w/price	No Bid No Bid	No Bid Prime No Bid Secondary
Diesel Powered Knuckle Boom Truck-8' Long 24 CU Yard with Barn Door Tailgate Boom Rotation 280 dg by Hydraulic Motor	Pittman Tractor Co., Inc. No Bid	\$2,500.00 Prime No Bid Secondary
Mack Tri-Axle 21 Yard Dump Truck or equal	Pittman Tractor Co., Inc. No Bid	\$1,750.00 Prime No Bid Secondary
Freightliner Single Axle 8 Yard Dump Truck or equal	No Bid No Bid	No Bid Prime No Bid Secondary
Mack Tandem Axle 14 Yard Dump Truck or equal	Pittman Tractor Co., Inc. No Bid	\$795.00 Prime No Bid Secondary
Volvo A25D- 25 ton 6x6 Articulated Off Road Truck or equal	Tractor & Equipment Co. Pittman Tractor Co., Inc.	\$1,000.00 Prime \$1,495.00 Secondary
Freightliner M2 106 with 10ft Dump Body or equal	No Bid No Bid	No Bid Prime No Bid Secondary
938K Rubber Tire Loader w/4 way Bucket w/2.5 cu. yd. multipurpose Bucket or equal	Tractor & Equipment Co. Pittman Tractor Co., Inc.	\$500.00 Prime \$625.00 Secondary
Cat 966K Front End Loader or equal	Tractor & Equipment Co. Pittman Tractor Co., Inc.	\$550.00 Prime \$839.00 Secondary
Caterpillar 963D Track Loader with multipurpose bucket or equal	No Bid No Bid	No Bid Prime No Bid Secondary

Bobcat T870 Track Loader w/high capacity Hydraulic Pump with attachments or equal	United Rentals - Foley No Bid	\$425.00 Prime No Bid Secondary
Cat 336E Excavator w/Thumb and A/C or equal	Tractor & Equipment Co. Pittman Tractor Co., Inc.	\$950.00 Prime \$1,200.00 Secondary
Cat 329E Excavator w/Thumb and A/C or equal	Tractor & Equipment Co. Pittman Tractor Co., Inc.	\$800.00 Prime \$1,050.00 Secondary
Cat 324E Excavator w/Thumb and A/C or equal	Tractor & Equipment Co. Pittman Tractor Co., Inc.	\$700.00 Prime \$850.00 Secondary
Cat 318 Rubber Tire Excavator or equal	Pittman Tractor Co., Inc. No Bid	\$1,050.00 Prime No Bid Secondary
XL4100 Gradall or equal	Pittman Tractor Co., Inc. No Bid	\$1,505.00 Prime No Bid Secondary
Cat 329 Long Reach Excavator with A/C or equal 60 ft. reach	Pittman Tractor Co., Inc. No Bid	\$1,495.00 Prime No Bid Secondary
Cat 349 Excavator Loader with multipurpose bucket or equal	Tractor & Equipment Co. No Bid	\$1,200.00 Prime No Bid Secondary
Ditch Cleaning Bucket (for Excavator)	Pittman Tractor Co., Inc. No Bid	\$150.00 Prime No Bid Secondary
Cat 12M Motor Grader or equal	Tractor & Equipment Co. Pittman Tractor Co., Inc.	\$600.00 Prime \$1,050.00 Secondary
Cat 12M Motor Grader with Front Blade or equal	Pittman Tractor Co., Inc. No Bid	\$1,295.00 Prime No Bid Secondary

CAT 140M Motor Grader or equal	Pittman Tractor Co., Inc. No Bid	\$1,050.00 Prime No Bid Secondary
CAT 140M Motor Grader with Front Blade or equal	Pittman Tractor Co., Inc. No Bid	\$1,295.00 Prime No Bid Secondary
Cat D6K LGP Dozer with Straight Blade or equal	United Rentals - Foley Pittman Tractor Co., Inc.	\$508.77 Prime \$850.00 Secondary
Cat D6K LGP Dozer with Tilt Blade or equal	Pittman Tractor Co., Inc. Tractor & Equipment Co.	\$850.00 Prime \$950.00 Secondary
Cat 416E Back Hoe or equal	United Rentals - Foley Pittman Tractor Co., Inc.	\$284.00 Prime \$285.00 Secondary
Cat 623H - 18 to 23 cu. yd. capacity or equal	No Bid No Bid	No Bid Prime No Bid Secondary
Pull behind Tractor Scraper 6 cu. yd. capacity or equal	Pittman Tractor Co., Inc. No Bid	\$850.00 Prime No Bid Secondary
4 - 6 Ton Steel Wheel Roller w/compaction width of 66 in. or equal	Pittman Tractor Co., Inc. Tractor & Equipment Co.	\$425.00 Prime \$500.00 Secondary
8-10 Ton Steel Wheel Roller w/compaction width of 84 in. or equal	Pittman Tractor Co., Inc. Tractor & Equipment Co.	\$525.00 Prime \$650.00 Secondary
9-12 Ton Rubber Tire Roller	Pittman Tractor Co., Inc. No Bid	\$625.00 Prime No Bid Secondary
Cat CP 44 Sheepfoot Roller w/blade or equal	Pittman Tractor Co., Inc. No Bid	\$450.00 Prime No Bid Secondary

Cat CP 74 Sheepfoot Roller or equal	Pittman Tractor Co., Inc.	\$550.00 Prime
	United Rentals - Foley	\$583.00 Secondary
One Ton Small Steel Wheel Roller	Pittman Tractor Co., Inc.	\$169.00 Prime
	United Rentals - Foley	\$201.00 Secondary
Minimum 114 HP Kubota Farm Type Tractor or equal	Kingline Equipment	\$350.00 Prime
	Robertsdale Rent All, Inc.	\$400.00 Secondary
4 Wheel Drive Boom Mower w/Tractor w/6ft. Mower Deck 23 ft. boom reach	No Bid	No Bid Prime
	No Bid	No Bid Secondary
Cat 262C Skid Steer Loader (Hi-Flo) 73hp or equal, Rubber Tracks	Pittman Tractor Co., Inc.	\$290.00 Prime
	1 Source Power & Equipment	\$350.00 Secondary
Cat 226B Skid Steer Loader 59 hp or equal	Pittman Tractor Co., Inc.	\$230.00 Prime
	No Bid	No Bid Secondary
Auger 8" - 36" bits for Skid Steer Loader	United Rentals - Foley	\$22.00 Prime
	Robertsdale Rent All, Inc.	\$100.00 Secondary
Angle Broom for Skid Steer Loader	Pittman Tractor Co., Inc.	\$105.00 Prime
	United Rentals - Foley	\$135.00 Secondary
Cold Planner for Skid Steer Loader	No Bid	No Bid Prime
	No Bid	No Bid Secondary
Forks for Skid Steer Loader	Pittman Tractor Co., Inc.	\$45.00 Prime
	Robertsdale Rent All, Inc.	\$50.00 Secondary
Hydraulic Hammer for Ski Steer Loader	Robertsdale Rent All, Inc.	\$115.00 Prime
	United Rentals - Foley	\$127.00 Secondary

Tracks for Skid Steer Loader	No Bid No Bid	No Bid Prime No Bid Secondary
Brush Cutter for Skid Steer Loader	Pittman Tractor Co., Inc. No Bid	\$125.00 Prime No Bid Secondary
Rotary Cutter for Skid Steer Loader	No Bid No Bid	No Bid Prime No Bid Secondary
Portable Screening Plant Model 271 or equal	No Bid No Bid	No Bid Prime No Bid Secondary
Milling Machine Writgen 2000 or equivalent with operators	No Bid No Bid	No Bid Prime No Bid Secondary
Mauldin 1750-C Asphalt Spreader or equal	Pittman Tractor Co., Inc. No Bid	\$2,000.00 Prime No Bid Secondary
Cat AP600D Asphalt Spreader or equal	No Bid No Bid	No Bid Prime No Bid Secondary
Cat AP1000D Asphalt Spreader or equal	No Bid No Bid	No Bid Prime No Bid Secondary
25 Cubic Yard Rear Loader Garbage Truck or equal	No Bid No Bid	No Bid Prime No Bid Secondary
13 Cubic Yard Rear Loader Garbage Truck or equal	No Bid No Bid	No Bid Prime No Bid Secondary

COMPETITIVE BID #WG20-14 AWARD LISTING**PROVISION OF RENTAL EQUIPMENT - PICKED UP BY BALDWIN COUNTY****Effective Date: 02/19/2020 through 02/19/2021**

EQUIPMENT	BIDDER	AMOUNT BID - WEEKLY RATE
6" Diesel Hydraulic Pump w/100ft.suction hose&200ft. discharge hose	1 Source Power & Equipment United Rentals - Irvington	\$750.00 Prime \$4,601.00 Secondary
2 in. Electric Submerge Pump w/200 ft. hose	1 Source Power & Equipment Robertsdale Rent All, Inc.	\$162.00 Prime \$175.00 Secondary
Mud Pump	1 Source Power & Equipment United Rentals - Irvington	\$162.00 Prime \$485.95 Secondary
12 ft. Wood Grinder w/ Operator Powered by Diesel, Minimum Reach 27' w/Capabilities of lifting 5000 lbs.	Pittman Tractor Co., Inc. No Bid	\$18,000.00 Prime No Bid Secondary
Tub Grinder List various sizes available w/price	No Bid No Bid	No Bid Prime No Bid Secondary
Tub Grinder List various sizes available w/price	No Bid No Bid	No Bid Prime No Bid Secondary
Tub Grinder List various sizes available w/price	No Bid No Bid	No Bid Prime No Bid Secondary
Bandit Model 1890 Wood Chipper or equal	Pittman Tractor Co., Inc. No Bid	\$2,995.00 Prime No Bid Secondary
Curtain Burner 30ft.	Pittman Tractor Co., Inc. No Bid	\$1,725.00 Prime No Bid Secondary
3500 Watt Honda Generator or equal	1 Source Power & Equipment Robertsdale Rent All, Inc.	\$160.00 Prime \$180.00 Secondary

Diesel Powered Light Plants w/four 1000 watt Metal Halide Flood Lights	United Rentals - Foley 1 Source Power & Equipment	\$201.00 Prime \$250.00 Secondary
285 CFM Diesel Powered Air Compressor w/100 ft. of 1 in. air hoses or equal	1 Source Power & Equipment No Bid	\$600.00 Prime No Bid Secondary
Gas Powered Portable Welding Machine - Medium Duty	1 Source Power & Equipment United Rentals - Foley	\$225.00 Prime \$226.06 Secondary
40 ft. Towable Bucket Lift	United Rentals - Foley No Bid	\$759.00 Primary No Bid Secondary
Toyota Model 7FGU25 Forklift or equal	1 Source Power & Equipment United Rentals - Foley	\$500.00 Prime \$589.00 Secondary
32' Scissor Lift	United Rentals - Foley 1 Source Power & Equipment	\$348.00 Prime \$375.00 Secondary
Trencher - 4" List various sizes available w/price	United Rentals - Foley No Bid	\$444.00 Prime No Bid Secondary
Trencher - 2' List various sizes available w/price	Robertsdale Rent All, Inc. No Bid	\$490.00 Prime No Bid Secondary
Trencher - 3' List various sizes available w/price	Robertsdale Rent All, Inc. No Bid	\$655.00 Prime No Bid Secondary
Trencher - 4' List various sizes available w/price	Robertsdale Rent All, Inc. No Bid	\$655.00 Prime No Bid Secondary
Horizontal Directional Boring Machine List various sizes available w/price	No Bid No Bid	No Bid Prime No Bid Secondary

Horizontal Directional Boring Machine List various sizes available w/price	No Bid No Bid	No Bid Prime No Bid Secondary
Horizontal Directional Boring Machine List various sizes available w/price	No Bid No Bid	No Bid Prime No Bid Secondary
Diesel Powered Knuckle Boom Truck-8' Long 24 CU Yard with Barn Door Tailgate Boom Rotation 280 dg by Hydraulic Motor	Pittman Tractor Co., Inc. No Bid	\$7,500.00 Prime No Bid Secondary
Mack Tri-Axle 21 Yard Dump Truck or equal	Pittman Tractor Co., Inc. No Bid	\$4,995.00 Prime No Bid Secondary
Freightliner Single Axle 8 Yard Dump Truck or equal	No Bid No Bid	No Bid Prime No Bid Secondary
Mack Tandem Axle 14 Yard Dump Truck or equal	Pittman Tractor Co., Inc. No Bid	\$2,995.00 Prime No Bid Secondary
Volvo A25D- 25 ton 6x6 Articulated Off Road Truck or equal	Tractor & Equipment Co. Pittman Tractor Co., Inc.	\$3,000.00 Prime \$3,400.00 Secondary
Freightliner M2 106 with 10ft Dump Body or equal	No Bid No Bid	No Bid Prime No Bid Secondary
938K Rubber Tire Loader w/4 way Bucket w/2.5 cu. yd. multipurpose Bucket or equal	Tractor & Equipment Co. Pittman Tractor Co., Inc.	\$1,500.00 Prime \$1,775.00 Secondary
Cat 966K Front End Loader or equal	Tractor & Equipment Co. Pittman Tractor Co., Inc.	\$1,580.00 Prime \$2,050.00 Secondary
Caterpillar 963D Track Loader with multipurpose bucket or equal	No Bid No Bid	No Bid Prime No Bid Secondary

Bobcat T870 Track Loader w/high capacity Hydraulic Pump with attachments or equal	United Rentals - Foley No Bid	\$1,100.00 Prime No Bid Secondary
Cat 336E Excavator w/Thumb and A/C or equal	Tractor & Equipment Co. Pittman Tractor Co., Inc.	\$2,580.00 Prime \$3,400.00 Secondary
Cat 329E Excavator w/Thumb and A/C or equal	Tractor & Equipment Co. Pittman Tractor Co., Inc.	\$2,400.00 Prime \$2,900.00 Secondary
Cat 324E Excavator w/Thumb and A/C or equal	Tractor & Equipment Co. Pittman Tractor Co., Inc.	\$2,100.00 Prime \$2,250.00 Secondary
Cat 318 Rubber Tire Excavator or equal	Pittman Tractor Co., Inc. No Bid	\$2,900.00 Prime No Bid Secondary
XL4100 Gradall or equal	Pittman Tractor Co., Inc. No Bid	\$4,300.00 Prime No Bid Secondary
Cat 329 Long Reach Excavator with A/C or equal 60 ft. reach	Pittman Tractor Co., Inc. No Bid	\$3,500.00 Prime No Bid Secondary
Cat 349 Excavator Loader with multipurpose bucket or equal	Tractor & Equipment Co. No Bid	\$3,500.00 Prime No Bid Secondary
Ditch Cleaning Bucket (for Excavator)	Pittman Tractor Co., Inc. No Bid	\$450.00 Prime No Bid Secondary
Cat 12M Motor Grader or equal	Tractor & Equipment Co. Pittman Tractor Co., Inc.	\$1,700.00 Prime \$2,950.00 Secondary
Cat 12M Motor Grader with Front Blade or equal	Pittman Tractor Co., Inc. No Bid	\$2,995.00 Prime No Bid Secondary

CAT 140M Motor Grader or equal	Pittman Tractor Co., Inc. No Bid	\$3,050.00 Prime No Bid Secondary
CAT 140M Motor Grader with Front Blade or equal	Pittman Tractor Co., Inc. No Bid	\$3,350.00 Prime No Bid Secondary
Cat D6K LGP Dozer with Straight Blade or equal	United Rentals - Foley Pittman Tractor Co., Inc.	\$1,411.76 Prime \$2,250.00 Secondary
Cat D6K LGP Dozer with Tilt Blade or equal	Pittman Tractor Co., Inc. Tractor & Equipment Co.	\$2,250.00 Prime \$2,800.00 Secondary
Cat 416E Back Hoe or equal	Pittman Tractor Co., Inc. 1 Source Power & Equipment	\$669.00 Prime \$725.00 Secondary
Cat 623H - 18 to 23 cu. yd. capacity or equal	No Bid No Bid	No Bid Prime No Bid Secondary
Pull behind Tractor Scraper 6 cu. yd. capacity or equal	Pittman Tractor Co., Inc. No Bid	\$2,050.00 Prime No Bid Secondary
4 - 6 Ton Steel Wheel Roller w/compaction width of 66 in. or equal	Pittman Tractor Co., Inc. Tractor & Equipment Co.	\$1,050.00 Prime \$1,400.00 Secondary
8-10 Ton Steel Wheel Roller w/compaction width of 84 in. or equal	Pittman Tractor Co., Inc. Tractor & Equipment Co.	\$1,425.00 Prime \$1,900.00 Secondary
9-12 Ton Rubber Tire Roller	Pittman Tractor Co., Inc. No Bid	\$1,650.00 Prime No Bid Secondary
Cat CP 44 Sheepfoot Roller w/blade or equal	Pittman Tractor Co., Inc. No Bid	\$1,150.00 Prime No Bid Secondary

Cat CP 74 Sheepfoot Roller or equal	United Rentals - Foley Pittman Tractor Co., Inc.	\$1,311.00 Prime
		\$1,450.00 Secondary
One Ton Small Steel Wheel Roller	Pittman Tractor Co., Inc. Tractor & Equipment Co.	\$450.00 Prime
		\$500.00 Secondary
Minimum 114 HP Kubota Farm Type Tractor or equal	Kingline Equipment Robertsdale Rent All, Inc.	\$920.00 Prime
		\$1,200.00 Secondary
4 Wheel Drive Boom Mower w/Tractor w/6ft. Mower Deck 23 ft. boom reach	No Bid No Bid	No Bid Prime
		No Bid Secondary
Cat 262C Skid Steer Loader (Hi-Flo) 73hp or equal, Rubber Tracks	Pittman Tractor Co., Inc. 1 Source Power & Equipment	\$750.00 Prime
		\$900.00 Secondary
Cat 226B Skid Steer Loader 59 hp or equal	Pittman Tractor Co., Inc. No Bid	\$660.00 Prime
		No Bid Secondary
Auger 8" - 36" bits for Skid Steer Loader	United Rentals - Foley Robertsdale Rent All, Inc.	\$91.00 Prime
		\$150.00 Secondary
Angle Broom for Skid Steer Loader	Pittman Tractor Co., Inc. United Rentals - Foley	\$205.00 Prime
		\$245.00 Secondary
Cold Planner for Skid Steer Loader	No Bid No Bid	No Bid Prime
		No Bid Secondary
Forks for Skid Steer Loader	Robertsdale Rent All, Inc. Pittman Tractor Co., Inc.	\$75.00 Prime
		\$80.00 Secondary
Hydraulic Hammer for Ski Steer Loader	Robertsdale Rent All, Inc. United Rentals - Foley	\$380.00 Prime
		\$403.00 Secondary

Tracks for Skid Steer Loader	No Bid No Bid	No Bid Prime No Bid Secondary
Brush Cutter for Skid Steer Loader	Pittman Tractor Co., Inc. No Bid	\$450.00 Prime No Bid Secondary
Rotary Cutter for Skid Steer Loader	No Bid No Bid	No Bid Prime No Bid Secondary
Portable Screening Plant Model 271 or equal	No Bid No Bid	No Bid Prime No Bid Secondary
Milling Machine Writgen 2000 or equivalent with operators	No Bid No Bid	No Bid Prime No Bid Secondary
Mauldin 1750-C Asphalt Spreader or equal	Pittman Tractor Co., Inc. No Bid	\$5,500.00 Prime No Bid Secondary
Cat AP600D Asphalt Spreader or equal	No Bid No Bid	No Bid Prime No Bid Secondary
Cat AP1000D Asphalt Spreader or equal	No Bid No Bid	No Bid Prime No Bid Secondary
25 Cubic Yard Rear Loader Garbage Truck or equal	No Bid No Bid	No Bid Prime No Bid Secondary
13 Cubic Yard Rear Loader Garbage Truck or equal	No Bid No Bid	No Bid Prime No Bid Secondary

COMPETITIVE BID #WG20-14 AWARD LISTING**PROVISION OF RENTAL EQUIPMENT - PICKED-UP BY BALDWIN COUNTY****Effective Date: 02/19/2020 through 02/19/2021**

EQUIPMENT	BIDDER	AMOUNT BID - MONTHLY RATE
6" Diesel Hydraulic Pump w/100ft.suction hose&200ft. discharge hose	1 Source Power & Equipment	\$2,250.00 Prime
	United Rentals - Irvington	\$6,733.55 Secondary
2 in. Electric Submerge Pump w/200 ft. hose	Robertsdale Rent All, Inc.	\$250.00 Prime
	1 Source Power & Equipment	\$545.00 Secondary
Mud Pump	1 Source Power & Equipment	\$545.00 Prime
	United Rentals - Irvington	\$988.85 Secondary
12 ft. Wood Grinder w/ Operator Powered by Diesel, Minimum Reach 27' w/Capabilities of lifting 5000 lbs.	Pittman Tractor Co., Inc.	\$54,000.00 Prime
	No Bid	No Bid Secondary
Tub Grinder List various sizes available w/price	No Bid	No Bid Prime
	No Bid	No Bid Secondary
Tub Grinder List various sizes available w/price	No Bid	No Bid Prime
	No Bid	No Bid Secondary
Tub Grinder List various sizes available w/price	No Bid	No Bid Prime
	No Bid	No Bid Secondary
Bandit Model 1890 Wood Chipper or equal	Pittman Tractor Co., Inc.	\$8,500.00 Prime
	No Bid	No Bid Secondary
Curtain Burner 30ft.	Pittman Tractor Co., Inc.	\$3,650.00 Prime
	No Bid	No Bid Secondary
3500 Watt Honda Generator or equal	Robertsdale Rent All, Inc.	\$465.00 Prime
	1 Source Power & Equipment	\$475.00 Secondary

Diesel Powered Light Plants w/four 1000 watt Metal Halide Flood Lights	United Rentals - Foley 1 Source Power & Equipment	\$459.00 Prime \$600.00 Secondary
285 CFM Diesel Powered Air Compressor w/100 ft. of 1 in. air hoses or equal	1 Source Power & Equipment No Bid	\$1,400.00 Prime No Bid Secondary
Gas Powered Portable Welding Machine - Medium Duty	United Rentals - Foley 1 Source Power & Equipment	\$476.00 Prime \$500.00 Secondary
40 ft. Towable Bucket Lift	United Rentals - Foley No Bid	\$1,553.00 Primary No Bid Secondary
Toyota Model 7FGU25 Forklift or equal	United Rentals - Foley 1 Source Power & Equipment	\$1,199.00 Prime \$1,300.00 Secondary
32' Scissor Lift	United Rentals - Foley 1 Source Power & Equipment	\$701.00 Prime \$900.00 Secondary
Trencher - 4" List various sizes available w/price	United Rentals - Foley No Bid	\$1,044.00 Prime No Bid Secondary
Trencher - 2' List various sizes available w/price	Robertsdale Rent All, Inc. No Bid	\$1,200.00 Prime No Bid Secondary
Trencher - 3' List various sizes available w/price	Robertsdale Rent All, Inc. No Bid	\$1,580.00 Prime No Bid Secondary
Trencher - 4' List various sizes available w/price	Robertsdale Rent All, Inc. No Bid	\$1,580.00 Prime No Bid Secondary
Horizontal Directional Boring Machine List various sizes available w/price	No Bid No Bid	No Bid Prime No Bid Secondary

Horizontal Directional Boring Machine List various sizes available w/price	No Bid No Bid	No Bid Prime No Bid Secondary
Horizontal Directional Boring Machine List various sizes available w/price	No Bid No Bid	No Bid Prime No Bid Secondary
Diesel Powered Knuckle Boom Truck-8' Long 24 CU Yard with Barn Door Tailgate Boom Rotation 280 dg by Hydraulic Motor	Pittman Tractor Co., Inc. No Bid	\$23,000.00 Prime No Bid Secondary
Mack Tri-Axle 21 Yard Dump Truck or equal	Pittman Tractor Co., Inc. No Bid	\$14,900.00 Prime No Bid Secondary
Freightliner Single Axle 8 Yard Dump Truck or equal	No Bid No Bid	No Bid Prime No Bid Secondary
Mack Tandem Axle 14 Yard Dump Truck or equal	Pittman Tractor Co., Inc. No Bid	\$8,500.00 Prime No Bid Secondary
Volvo A25D- 25 ton 6x6 Articulated Off Road Truck or equal	Pittman Tractor Co., Inc. Tractor & Equipment Co.	\$8,200.00 Prime \$9,000.00 Secondary
Freightliner M2 106 with 10ft Dump Body or equal	No Bid No Bid	No Bid Prime No Bid Secondary
938K Rubber Tire Loader w/4 way Bucket w/2.5 cu. yd. multipurpose Bucket or equal	Tractor & Equipment Co. Pittman Tractor Co., Inc.	\$4,500.00 Prime \$4,600.00 Secondary
Cat 966K Front End Loader or equal	Tractor & Equipment Co. Pittman Tractor Co., Inc.	\$4,700.00 Prime \$4,900.00 Secondary
Caterpillar 963D Track Loader with multipurpose bucket or equal	No Bid No Bid	No Bid Prime No Bid Secondary

Bobcat T870 Track Loader w/high capacity Hydraulic Pump with attachments or equal	United Rentals - Foley No Bid	\$2,400.00 Prime No Bid Secondary
Cat 336E Excavator w/Thumb and A/C or equal	Pittman Tractor Co., Inc. Tractor & Equipment Co.	\$8,150.00 Prime \$8,500.00 Secondary
Cat 329E Excavator w/Thumb and A/C or equal	Pittman Tractor Co., Inc. Tractor & Equipment Co.	\$6,750.00 Prime \$7,000.00 Secondary
Cat 324E Excavator w/Thumb and A/C or equal	Pittman Tractor Co., Inc. Tractor & Equipment Co.	\$5,290.00 Prime \$6,300.00 Secondary
Cat 318 Rubber Tire Excavator or equal	Pittman Tractor Co., Inc. No Bid	\$8,600.00 Prime No Bid Secondary
XL4100 Gradall or equal	Pittman Tractor Co., Inc. No Bid	\$10,000.00 Prime No Bid Secondary
Cat 329 Long Reach Excavator with A/C or equal 60 ft. reach	Pittman Tractor Co., Inc. No Bid	\$9,950.00 Prime No Bid Secondary
Cat 349 Excavator Loader with multipurpose bucket or equal	Tractor & Equipment Co. No Bid	\$10,500.00 Prime No Bid Secondary
Ditch Cleaning Bucket (for Excavator)	Pittman Tractor Co., Inc. No Bid	\$750.00 Prime No Bid Secondary
Cat 12M Motor Grader or equal	Tractor & Equipment Co. Pittman Tractor Co., Inc.	\$5,000.00 Prime \$7,950.00 Secondary
Cat 12M Motor Grader with Front Blade or equal	Pittman Tractor Co., Inc. No Bid	\$8,150.00 Prime No Bid Secondary

CAT 140M Motor Grader or equal	Pittman Tractor Co., Inc. No Bid	\$8,950.00 Prime No Bid Secondary
CAT 140M Motor Grader with Front Blade or equal	Pittman Tractor Co., Inc. No Bid	\$9,150.00 Prime No Bid Secondary
Cat D6K LGP Dozer with Straight Blade or equal	United Rentals - Foley Pittman Tractor Co., Inc.	\$3,306.00 Prime \$5,850.00 Secondary
Cat D6K LGP Dozer with Tilt Blade or equal	Pittman Tractor Co., Inc. Tractor & Equipment Co.	\$5,850.00 Prime \$6,900.00 Secondary
Cat 416E Back Hoe or equal	Pittman Tractor Co., Inc. United Rentals - Foley	\$1,450.00 Prime \$1,594.00 Secondary
Cat 623H - 18 to 23 cu. yd. capacity or equal	No Bid No Bid	No Bid Prime No Bid Secondary
Pull behind Tractor Scraper 6 cu. yd. capacity or equal	Pittman Tractor Co., Inc. No Bid	\$5,200.00 Prime No Bid Secondary
4 - 6 Ton Steel Wheel Roller w/compaction width of 66 in. or equal	Pittman Tractor Co., Inc. Tractor & Equipment Co.	\$2,800.00 Prime \$4,000.00 Secondary
8-10 Ton Steel Wheel Roller w/compaction width of 84 in. or equal	Pittman Tractor Co., Inc. Tractor & Equipment Co.	\$3,550.00 Prime \$5,600.00 Secondary
9-12 Ton Rubber Tire Roller	Pittman Tractor Co., Inc. No Bid	\$4,350.00 Prime No Bid Secondary
Cat CP 44 Sheepfoot Roller w/blade or equal	Pittman Tractor Co., Inc. No Bid	\$2,950.00 Prime No Bid Secondary

Cat CP 74 Sheepfoot Roller or equal	United Rentals - Foley Pittman Tractor Co., Inc.	\$3,010.00	Prime
		\$4,300.00	Secondary
One Ton Small Steel Wheel Roller	Pittman Tractor Co., Inc. United Rentals - Foley	\$1,250.00	Prime
		\$1,399.00	Secondary
Minimum 114 HP Kubota Farm Type Tractor or equal	Kingline Equipment Robertsdale Rent All, Inc.	\$2,300.00	Prime
		\$2,300.00	Secondary
4 Wheel Drive Boom Mower w/Tractor w/6ft. Mower Deck 23 ft. boom reach	No Bid No Bid	No Bid	Prime
		No Bid	Secondary
Cat 262C Skid Steer Loader (Hi-Flo) 73hp or equal, Rubber Tracks	1 Source Power & Equipment Pittman Tractor Co., Inc.	\$1,900.00	Prime
		\$2,150.00	Secondary
Cat 226B Skid Steer Loader 59 hp or equal	Pittman Tractor Co., Inc. No Bid	\$1,450.00	Prime
		No Bid	Secondary
Auger 8" - 36" bits for Skid Steer Loader	United Rentals - Foley Robertsdale Rent All, Inc.	\$160.00	Prime
		\$250.00	Secondary
Angle Broom for Skid Steer Loader	Pittman Tractor Co., Inc. United Rentals - Foley	\$600.00	Prime
		\$722.00	Secondary
Cold Planner for Skid Steer Loader	No Bid No Bid	No Bid	Prime
		No Bid	Secondary
Forks for Skid Steer Loader	Robertsdale Rent All, Inc. Pittman Tractor Co., Inc.	\$160.00	Prime
		\$160.00	Secondary
Hydraulic Hammer for Ski Steer Loader	Robertsdale Rent All, Inc. United Rentals - Foley	\$800.00	Prime
		\$1,204.91	Secondary

Tracks for Skid Steer Loader	No Bid No Bid	No Bid Prime No Bid Secondary
Brush Cutter for Skid Steer Loader	Pittman Tractor Co., Inc. No Bid	\$1,050.00 Prime No Bid Secondary
Rotary Cutter for Skid Steer Loader	No Bid No Bid	No Bid Prime No Bid Secondary
Portable Screening Plant Model 271 or equal	Pittman Tractor Co., Inc. No Bid	\$13,000.00 Prime No Bid Secondary
Milling Machine Writgen 2000 or equivalent with operators	Pittman Tractor Co., Inc. No Bid	\$25,000.00 Prime No Bid Secondary
Mauldin 1750-C Asphalt Spreader or equal	Pittman Tractor Co., Inc. No Bid	\$11,000.00 Prime No Bid Secondary
Cat AP600D Asphalt Spreader or equal	No Bid No Bid	No Bid Prime No Bid Secondary
Cat AP1000D Asphalt Spreader or equal	No Bid No Bid	No Bid Prime No Bid Secondary
25 Cubic Yard Rear Loader Garbage Truck or equal	No Bid No Bid	No Bid Prime No Bid Secondary
13 Cubic Yard Rear Loader Garbage Truck or equal	No Bid No Bid	No Bid Prime No Bid Secondary

COMPETITIVE BID #WG20-14 AWARD LISTING**PROVISION OF RENTAL EQUIPMENT - DELIVERED TO BALDWIN COUNTY****Effective Date: 02/19/2020 through 02/19/2021**

EQUIPMENT	BIDDER	AMOUNT BID - DAILY RATE
6" Diesel Hydraulic Pump w/100ft.suction hose&200ft. discharge hose	1 Source Power & Equipment United Rentals - Irvington	\$350.00 Prime \$1,327.54 Secondary
2 in. Electric Submerge Pump w/200 ft. hose	Robertsdale Rent All, Inc. 1 Source Power & Equipment	\$55.00 Prime \$160.00 Secondary
Mud Pump	1 Source Power & Equipment United Rentals - Irvington	\$160.00 Prime \$335.12 Secondary
12 ft. Wood Grinder w/ Operator Powered by Diesel, Minimum Reach 27' w/Capabilities of lifting 5000 lbs.	Pittman Tractor Co., Inc. No Bid	\$6,600.00 Prime No Bid Secondary
Tub Grinder List various sizes available w/price	No Bid No Bid	No Bid Prime No Bid Secondary
Tub Grinder List various sizes available w/price	No Bid No Bid	No Bid Prime No Bid Secondary
Tub Grinder List various sizes available w/price	No Bid No Bid	No Bid Prime No Bid Secondary
Bandit Model 1890 Wood Chipper or equal	Pittman Tractor Co., Inc. No Bid	\$1,250.00 Prime No Bid Secondary
Curtain Burner 30ft.	Pittman Tractor Co., Inc. No Bid	\$850.00 Prime No Bid Secondary
3500 Watt Honda Generator or equal	Robertsdale Rent All, Inc. 1 Source Power & Equipment	\$75.00 Prime \$122.00 Secondary

Diesel Powered Light Plants w/four 1000 watt Metal Halide Flood Lights	1 Source Power & Equipment United Rentals - Foley	\$220.00 Prime \$349.47 Secondary
285 CFM Diesel Powered Air Compressor w/100 ft. of 1 in. air hoses or equal	1 Source Power & Equipment No Bid	\$375.00 Prime No Bid Secondary
Gas Powered Portable Welding Machine - Medium Duty	1 Source Power & Equipment United Rentals - Foley	\$200.00 Prime \$345.45 Secondary
40 ft. Towable Bucket Lift	United Rentals - Foley No Bid	\$508.00 Primary No Bid Secondary
Toyota Model 7FGU25 Forklift or equal	1 Source Power & Equipment United Rentals - Foley	\$375.00 Prime \$471.00 Secondary
32' Scissor Lift	1 Source Power & Equipment United Rentals - Foley	\$350.00 Prime \$417.00 Secondary
Trencher - 4" List various sizes available w/price	United Rentals - Foley No Bid	\$399.00 Prime No Bid Secondary
Trencher List various sizes available w/price	No Bid No Bid	No Bid Prime No Bid Secondary
Trencher List various sizes available w/price	No Bid No Bid	No Bid Prime No Bid Secondary
Horizontal Directional Boring Machine List various sizes available w/price	No Bid No Bid	No Bid Prime No Bid Secondary
Horizontal Directional Boring Machine List various sizes available w/price	No Bid No Bid	No Bid Prime No Bid Secondary

Horizontal Directional Boring Machine List various sizes available w/price	No Bid No Bid	No Bid Prime No Bid Secondary
Diesel Powered Knuckle Boom Truck-8' Long 24 CU Yard with Barn Door Tailgate Boom Rotation 280 dg by Hydraulic Motor	Pittman Tractor Co., Inc. No Bid	\$2,750.00 Prime No Bid Secondary
Mack Tri-Axle 21 Yard Dump Truck or equal	Pittman Tractor Co., Inc. No Bid	\$2,000.00 Prime No Bid Secondary
Freightliner Single Axle 8 Yard Dump Truck or equal	No Bid No Bid	No Bid Prime No Bid Secondary
Mack Tandem Axle 14 Yard Dump Truck or equal	Pittman Tractor Co., Inc. No Bid	\$1,045.00 Prime No Bid Secondary
Volvo A25D- 25 ton 6x6 Articulated Off Road Truck or equal	Pittman Tractor Co., Inc. Tractor & Equipment Co.	\$1,895.00 Prime \$2,000.00 Secondary
Freightliner M2 106 with 10ft Dump Body or equal	No Bid No Bid	No Bid Prime No Bid Secondary
938K Rubber Tire Loader w/4 way Bucket w/2.5 cu. yd. multipurpose Bucket or equal	Tractor & Equipment Co. Pittman Tractor Co., Inc.	\$750.00 Prime \$875.00 Secondary
Cat 966K Front End Loader or equal	Tractor & Equipment Co. Pittman Tractor Co., Inc.	\$750.00 Prime \$1,089.00 Secondary
Caterpillar 963D Track Loader with multipurpose bucket or equal	No Bid No Bid	No Bid Prime No Bid Secondary
Bobcat T870 Track Loader w/high capacity Hydraulic Pump with attachments or equal	United Rentals - Foley No Bid	\$675.00 Prime No Bid Secondary

Cat 336E Excavator w/Thumb and A/C or equal	Tractor & Equipment Co. Pittman Tractor Co., Inc.	\$1,100.00 Prime \$2,000.00 Secondary
Cat 329E Excavator w/Thumb and A/C or equal	Tractor & Equipment Co. Pittman Tractor Co., Inc.	\$1,000.00 Prime \$2,000.00 Secondary
Cat 324E Excavator w/Thumb and A/C or equal	Tractor & Equipment Co. Pittman Tractor Co., Inc.	\$1,000.00 Prime \$1,150.00 Secondary
Cat 318 Rubber Tire Excavator or equal	Pittman Tractor Co., Inc. No Bid	\$2,000.00 Prime No Bid Secondary
XL4100 Gradall or equal	Pittman Tractor Co., Inc. No Bid	\$2,500.00 Prime No Bid Secondary
Cat 329 Long Reach Excavator with A/C or equal 60 ft. reach	Pittman Tractor Co., Inc. No Bid	\$2,250.00 Prime No Bid Secondary
Cat 349 Excavator Loader with multipurpose bucket or equal	Tractor & Equipment Co. No Bid	\$2,500.00 Prime No Bid Secondary
Ditch Cleaning Bucket (for Excavator)	Pittman Tractor Co., Inc. No Bid	\$400.00 Prime No Bid Secondary
Cat 12M Motor Grader or equal	Tractor & Equipment Co. Pittman Tractor Co., Inc.	\$900.00 Prime \$1,550.00 Secondary
Cat 12M Motor Grader with Front Blade or equal	Pittman Tractor Co., Inc. No Bid	\$1,600.00 Prime No Bid Secondary
CAT 140M Motor Grader or equal	Pittman Tractor Co., Inc. No Bid	\$1,550.00 Prime No Bid Secondary

CAT 140M Motor Grader with Front Blade or equal	Pittman Tractor Co., Inc. No Bid	\$2,195.00 Prime No Bid Secondary
Cat D6K LGP Dozer with Straight Blade or equal	United Rentals - Foley Pittman Tractor Co., Inc.	\$758.77 Prime \$1,250.00 Secondary
Cat D6K LGP Dozer with Tilt Blade or equal	Pittman Tractor Co., Inc. Tractor & Equipment Co.	\$1,250.00 Prime \$2,950.00 Secondary
Cat 416E Back Hoe or equal	Pittman Tractor Co., Inc. United Rentals - Foley	\$515.00 Prime \$534.00 Secondary
Cat 623H - 18 to 23 cu. yd. capacity or equal	No Bid No Bid	No Bid Prime No Bid Secondary
Pull behind Tractor Scraper 6 cu. yd. capacity or equal	Pittman Tractor Co., Inc. No Bid	\$1,650.00 Prime No Bid Secondary
4 - 6 Ton Steel Wheel Roller w/compaction width of 66 in. or equal	Pittman Tractor Co., Inc. Tractor & Equipment Co.	\$725.00 Prime \$900.00 Secondary
8-10 Ton Steel Wheel Roller w/compaction width of 84 in. or equal	Pittman Tractor Co., Inc. Tractor & Equipment Co.	\$850.00 Prime \$1,600.00 Secondary
9-12 Ton Rubber Tire Roller	Pittman Tractor Co., Inc. No Bid	\$1,150.00 Prime No Bid Secondary
Cat CP 44 Sheepfoot Roller w/blade or equal	Pittman Tractor Co., Inc. No Bid	\$725.00 Prime No Bid Secondary
Cat CP 74 Sheepfoot Roller or equal	United Rentals - Foley Pittman Tractor Co., Inc.	\$833.00 Prime \$1,050.00 Secondary
One Ton Small Steel Wheel Roller	Pittman Tractor Co., Inc.	\$325.00 Prime

	United Rentals - Foley	\$451.00 Secondary
Minimum 114 HP Kubota Farm Type Tractor or equal	Kingline Equipment Robertsdale Rent All, Inc.	\$350.00 Prime \$500.00 Secondary
4 Wheel Drive Boom Mower w/Tractor w/6ft. Mower Deck 23 ft. boom reach	No Bid No Bid	No Bid Prime No Bid Secondary
Cat 262C Skid Steer Loader (Hi-Flo) 73hp or equal, Rubber Tracks	Pittman Tractor Co., Inc. 1 Source Power & Equipment	\$590.00 Prime \$600.00 Secondary
Cat 226B Skid Steer Loader 59 hp or equal	Pittman Tractor Co., Inc. No Bid	\$530.00 Prime No Bid Secondary
Auger 8" - 36" bits for Skid Steer Loader	Robertsdale Rent All, Inc. United Rentals - Foley	\$125.00 Prime \$272.00 Secondary
Angle Broom for Skid Steer Loader	Pittman Tractor Co., Inc. United Rentals - Foley	\$340.00 Prime \$385.00 Secondary
Cold Planner for Skid Steer Loader	No Bid No Bid	No Bid Prime No Bid Secondary
Forks for Skid Steer Loader	Robertsdale Rent All, Inc. 1 Source Power & Equipment	\$100.00 Prime \$150.00 Secondary
Hydraulic Hammer for Ski Steer Loader	Robertsdale Rent All, Inc. 1 Source Power & Equipment	\$175.00 Prime \$285.00 Secondary
Tracks for Skid Steer Loader	No Bid No Bid	No Bid Prime No Bid Secondary
Brush Cutter for Skid Steer Loader	Pittman Tractor Co., Inc.	\$425.00 Prime

	No Bid	No Bid Secondary
Rotary Cutter for Skid Steer Loader	No Bid No Bid	No Bid Prime No Bid Secondary
Portable Screening Plant Model 271 or equal	No Bid No Bid	No Bid Prime No Bid Secondary
Milling Machine Writgen 2000 or equivalent with operators	No Bid No Bid	No Bid Prime No Bid Secondary
Mauldin 1750-C Asphalt Spreader or equal	Pittman Tractor Co., Inc. No Bid	\$2,500.00 Prime No Bid Secondary
Cat AP600D Asphalt Spreader or equal	No Bid No Bid	No Bid Prime No Bid Secondary
Cat AP1000D Asphalt Spreader or equal	No Bid No Bid	No Bid Prime No Bid Secondary
25 Cubic Yard Rear Loader Garbage Truck or equal	No Bid No Bid	No Bid Prime No Bid Secondary
13 Cubic Yard Rear Loader Garbage Truck or equal	No Bid No Bid	No Bid Prime No Bid Secondary

COMPETITIVE BID #WG20-14 AWARD LISTING**PROVISION OF RENTAL EQUIPMENT - DELIVERED TO BALDWIN COUNTY****Effective Date: 02/19/2020 through 02/19/2021**

EQUIPMENT	BIDDER	AMOUNT BID - WEEKLY RATE
6" Diesel Hydraulic Pump w/100ft.suction hose&200ft. discharge hose	1 Source Power & Equipment United Rentals - Irvington	\$850.00 Prime \$4,601.00 Secondary
2 in. Electric Submerge Pump w/200 ft. hose	Robertsdale Rent All, Inc. 1 Source Power & Equipment	\$195.00 Prime \$262.00 Secondary
Mud Pump	1 Source Power & Equipment United Rentals - Irvington	\$262.00 Prime \$485.90 Secondary
12 ft. Wood Grinder w/ Operator Powered by Diesel, Minimum Reach 27' w/Capabilities of lifting 5000 lbs.	Pittman Tractor Co., Inc. No Bid	\$18,500.00 Prime No Bid Secondary
Tub Grinder List various sizes available w/price	No Bid No Bid	No Bid Prime No Bid Secondary
Tub Grinder List various sizes available w/price	No Bid No Bid	No Bid Prime No Bid Secondary
Tub Grinder List various sizes available w/price	No Bid No Bid	No Bid Prime No Bid Secondary
Bandit Model 1890 Wood Chipper or equal	No Bid No Bid	No Bid Prime No Bid Secondary
Curtain Burner 30ft.	Pittman Tractor Co., Inc. No Bid	\$1,925.00 Prime No Bid Secondary
3500 Watt Honda Generator or equal	Robertsdale Rent All, Inc. 1 Source Power & Equipment	\$210.00 Prime \$210.00 Secondary

Diesel Powered Light Plants w/four 1000 watt Metal Halide Flood Lights	1 Source Power & Equipment United Rentals - Foley	\$350.00 Prime \$451.00 Secondary
285 CFM Diesel Powered Air Compressor w/100 ft. of 1 in. air hoses or equal	1 Source Power & Equipment No Bid	\$700.00 Prime No Bid Secondary
Gas Powered Portable Welding Machine - Medium Duty	1 Source Power & Equipment United Rentals - Foley	\$325.00 Prime \$476.06 Secondary
40 ft. Towable Bucket Lift	United Rentals - Foley No Bid	\$1,009.00 Primary No Bid Secondary
Toyota Model 7FGU25 Forklift or equal	1 Source Power & Equipment United Rentals - Foley	\$700.00 Prime \$839.00 Secondary
32' Scissor Lift	1 Source Power & Equipment United Rentals - Foley	\$575.00 Prime \$598.00 Secondary
Trencher - 4" List various sizes available w/price	United Rentals - Foley No Bid	\$694.00 Prime No Bid Secondary
Trencher List various sizes available w/price	No Bid No Bid	No Bid Prime No Bid Secondary
Trencher List various sizes available w/price	No Bid No Bid	No Bid Prime No Bid Secondary
Horizontal Directional Boring Machine List various sizes available w/price	No Bid No Bid	No Bid Prime No Bid Secondary
Horizontal Directional Boring Machine List various sizes available w/price	No Bid No Bid	No Bid Prime No Bid Secondary

Horizontal Directional Boring Machine List various sizes available w/price	No Bid No Bid	No Bid Prime No Bid Secondary
Diesel Powered Knuckle Boom Truck-8' Long 24 CU Yard with Barn Door Tailgate Boom Rotation 280 dg by Hydraulic Motor	Pittman Tractor Co., Inc. No Bid	\$7,750.00 Prime No Bid Secondary
Mack Tri-Axle 21 Yard Dump Truck or equal	Pittman Tractor Co., Inc. No Bid	\$5,245.00 Prime No Bid Secondary
Freightliner Single Axle 8 Yard Dump Truck or equal	No Bid No Bid	No Bid Prime No Bid Secondary
Mack Tandem Axle 14 Yard Dump Truck or equal	Pittman Tractor Co., Inc. No Bid	\$3,245.00 Prime No Bid Secondary
Volvo A25D- 25 ton 6x6 Articulated Off Road Truck or equal	Pittman Tractor Co., Inc. Tractor & Equipment Co.	\$3,800.00 Prime \$5,000.00 Secondary
Freightliner M2 106 with 10ft Dump Body or equal	No Bid No Bid	No Bid Prime No Bid Secondary
938K Rubber Tire Loader w/4 way Bucket w/2.5 cu. yd. multipurpose Bucket or equal	Pittman Tractor Co., Inc. Tractor & Equipment Co.	\$2,025.00 Prime \$2,500.00 Secondary
Cat 966K Front End Loader or equal	Pittman Tractor Co., Inc. Tractor & Equipment Co.	\$2,300.00 Prime \$2,600.00 Secondary
Caterpillar 963D Track Loader with multipurpose bucket or equal	No Bid No Bid	No Bid Prime No Bid Secondary
Bobcat T870 Track Loader w/high capacity Hydraulic Pump with attachments or equal	United Rentals - Foley No Bid	\$1,350.00 Prime No Bid Secondary

Cat 336E Excavator w/Thumb and A/C or equal	Tractor & Equipment Co. Pittman Tractor Co., Inc.	\$3,600.00 Prime \$3,900.00 Secondary
Cat 329E Excavator w/Thumb and A/C or equal	Pittman Tractor Co., Inc. Tractor & Equipment Co.	\$3,400.00 Prime \$3,600.00 Secondary
Cat 324E Excavator w/Thumb and A/C or equal	Pittman Tractor Co., Inc. Tractor & Equipment Co.	\$2,500.00 Prime \$3,100.00 Secondary
Cat 318 Rubber Tire Excavator or equal	Pittman Tractor Co., Inc. No Bid	\$3,150.00 Prime No Bid Secondary
XL4100 Gradall or equal	Pittman Tractor Co., Inc. No Bid	\$4,900.00 Prime No Bid Secondary
Cat 329 Long Reach Excavator with A/C or equal 60 ft. reach	Pittman Tractor Co., Inc. No Bid	\$4,000.00 Prime No Bid Secondary
Cat 349 Excavator Loader with multipurpose bucket or equal	Tractor & Equipment Co. No Bid	\$5,000.00 Prime No Bid Secondary
Ditch Cleaning Bucket (for Excavator)	Pittman Tractor Co., Inc. No Bid	\$650.00 Prime No Bid Secondary
Cat 12M Motor Grader or equal	Tractor & Equipment Co. Pittman Tractor Co., Inc.	\$2,100.00 Prime \$3,450.00 Secondary
Cat 12M Motor Grader with Front Blade or equal	Pittman Tractor Co., Inc. No Bid	\$3,400.00 Prime No Bid Secondary
CAT 140M Motor Grader or equal	Pittman Tractor Co., Inc. No Bid	\$3,550.00 Prime No Bid Secondary

CAT 140M Motor Grader with Front Blade or equal	Pittman Tractor Co., Inc. No Bid	\$4,250.00 Prime No Bid Secondary
Cat D6K LGP Dozer with Straight Blade or equal	United Rentals - Foley Pittman Tractor Co., Inc.	\$1,661.76 Prime \$2,650.00 Secondary
Cat D6K LGP Dozer with Tilt Blade or equal	Pittman Tractor Co., Inc. Tractor & Equipment Co.	\$2,650.00 Prime \$4,800.00 Secondary
Cat 416E Back Hoe or equal	Pittman Tractor Co., Inc. 1 Source Power & Equipment	\$950.00 Prime \$975.00 Secondary
Cat 623H - 18 to 23 cu. yd. capacity or equal	No Bid No Bid	No Bid Prime No Bid Secondary
Pull behind Tractor Scraper 6 cu. yd. capacity or equal	Pittman Tractor Co., Inc. No Bid	\$2,850.00 Prime No Bid Secondary
4 - 6 Ton Steel Wheel Roller w/compaction width of 66 in. or equal	Pittman Tractor Co., Inc. Tractor & Equipment Co.	\$1,450.00 Prime \$2,800.00 Secondary
8-10 Ton Steel Wheel Roller w/compaction width of 84 in. or equal	Pittman Tractor Co., Inc. Tractor & Equipment Co.	\$1,750.00 Prime \$3,200.00 Secondary
9-12 Ton Rubber Tire Roller	Pittman Tractor Co., Inc. No Bid	\$2,150.00 Prime No Bid Secondary
Cat CP 44 Sheepfoot Roller w/blade or equal	Pittman Tractor Co., Inc. No Bid	\$1,450.00 Prime No Bid Secondary
Cat CP 74 Sheepfoot Roller or equal	United Rentals - Foley Pittman Tractor Co., Inc.	\$1,561.00 Prime \$1,750.00 Secondary
One Ton Small Steel Wheel Roller	Pittman Tractor Co., Inc.	\$675.00 Prime

	United Rentals - Foley	\$950.00 Secondary
Minimum 114 HP Kubota Farm Type Tractor or equal	Kingline Equipment Robertsdale Rent All, Inc.	\$920.00 Prime \$1,300.00 Secondary
4 Wheel Drive Boom Mower w/Tractor w/6ft. Mower Deck 23 ft. boom reach	No Bid No Bid	No Bid Prime No Bid Secondary
Cat 262C Skid Steer Loader (Hi-Flo) 73hp or equal, Rubber Tracks	Pittman Tractor Co., Inc. 1 Source Power & Equipment	\$1,050.00 Prime \$1,150.00 Secondary
Cat 226B Skid Steer Loader 59 hp or equal	Pittman Tractor Co., Inc. No Bid	\$900.00 Prime No Bid Secondary
Auger 8" - 36" bits for Skid Steer Loader	Robertsdale Rent All, Inc. United Rentals - Foley	\$175.00 Prime \$341.00 Secondary
Angle Broom for Skid Steer Loader	Pittman Tractor Co., Inc. United Rentals - Foley	\$425.00 Prime \$495.00 Secondary
Cold Planner for Skid Steer Loader	No Bid No Bid	No Bid Prime No Bid Secondary
Forks for Skid Steer Loader	Robertsdale Rent All, Inc. 1 Source Power & Equipment	\$125.00 Prime \$225.00 Secondary
Hydraulic Hammer for Ski Steer Loader	Robertsdale Rent All, Inc. 1 Source Power & Equipment	\$420.00 Prime \$600.00 Secondary
Tracks for Skid Steer Loader	No Bid No Bid	No Bid Prime No Bid Secondary
Brush Cutter for Skid Steer Loader	Pittman Tractor Co., Inc.	\$695.00 Prime

	No Bid	No Bid Secondary
Rotary Cutter for Skid Steer Loader	No Bid No Bid	No Bid Prime No Bid Secondary
Portable Screening Plant Model 271 or equal	No Bid No Bid	No Bid Prime No Bid Secondary
Milling Machine Writgen 2000 or equivalent with operators	No Bid No Bid	No Bid Prime No Bid Secondary
Mauldin 1750-C Asphalt Spreader or equal	Pittman Tractor Co., Inc. No Bid	\$6,000.00 Prime No Bid Secondary
Cat AP600D Asphalt Spreader or equal	No Bid No Bid	No Bid Prime No Bid Secondary
Cat AP1000D Asphalt Spreader or equal	No Bid No Bid	No Bid Prime No Bid Secondary
25 Cubic Yard Rear Loader Garbage Truck or equal	No Bid No Bid	No Bid Prime No Bid Secondary
13 Cubic Yard Rear Loader Garbage Truck or equal	No Bid No Bid	No Bid Prime No Bid Secondary

COMPETITIVE BID #WG20-14 AWARD LISTING**PROVISION OF RENTAL EQUIPMENT - DELIVERED TO BALDWIN COUNTY****Effective Date: 02/19/2020 through 02/19/2021**

EQUIPMENT	BIDDER	AMOUNT BID - MONTHLY RATE
6" Diesel Hydraulic Pump w/100ft.suction hose&200ft. discharge hose	1 Source Power & Equipment United Rentals - Irvington	\$2,350.00 Prime \$6,733.55 Secondary
2 in. Electric Submerge Pump w/200 ft. hose	Robertsdale Rent All, Inc. 1 Source Power & Equipment	\$275.00 Prime \$645.00 Secondary
Mud Pump	1 Source Power & Equipment United Rentals - Irvington	\$645.00 Prime \$988.85 Secondary
12 ft. Wood Grinder w/ Operator Powered by Diesel, Minimum Reach 27' w/Capabilities of lifting 5000 lbs.	Pittman Tractor Co., Inc. No Bid	\$55,000.00 Prime No Bid Secondary
Tub Grinder List various sizes available w/price	No Bid No Bid	No Bid Prime No Bid Secondary
Tub Grinder List various sizes available w/price	No Bid No Bid	No Bid Prime No Bid Secondary
Tub Grinder List various sizes available w/price	No Bid No Bid	No Bid Prime No Bid Secondary
Bandit Model 1890 Wood Chipper or equal	No Bid No Bid	No Bid Prime No Bid Secondary
Curtain Burner 30ft.	Pittman Tractor Co., Inc. No Bid	\$3,850.00 Prime No Bid Secondary
3500 Watt Honda Generator or equal	Robertsdale Rent All, Inc. 1 Source Power & Equipment	\$495.00 Prime \$525.00 Secondary

Diesel Powered Light Plants w/four 1000 watt Metal Halide Flood Lights	1 Source Power & Equipment United Rentals - Foley	\$700.00 Prime \$709.00 Secondary
285 CFM Diesel Powered Air Compressor w/100 ft. of 1 in. air hoses or equal	1 Source Power & Equipment No Bid	\$1,500.00 Prime No Bid Secondary
Gas Powered Portable Welding Machine - Medium Duty	1 Source Power & Equipment United Rentals - Foley	\$600.00 Prime \$726.00 Secondary
40 ft. Towable Bucket Lift	United Rentals - Foley No Bid	\$1,803.00 Primary No Bid Secondary
Toyota Model 7FGU25 Forklift or equal	United Rentals - Foley 1 Source Power & Equipment	\$1,449.00 Prime \$1,500.00 Secondary
32' Scissor Lift	United Rentals - Foley 1 Source Power & Equipment	\$951.00 Prime \$1,100.00 Secondary
Trencher - 4" List various sizes available w/price	United Rentals - Foley No Bid	\$1,294.00 Prime No Bid Secondary
Trencher List various sizes available w/price	No Bid No Bid	No Bid Prime No Bid Secondary
Trencher List various sizes available w/price	No Bid No Bid	No Bid Prime No Bid Secondary
Horizontal Directional Boring Machine List various sizes available w/price	No Bid No Bid	No Bid Prime No Bid Secondary
Horizontal Directional Boring Machine List various sizes available w/price	No Bid No Bid	No Bid Prime No Bid Secondary

Horizontal Directional Boring Machine List various sizes available w/price	No Bid No Bid	No Bid Prime No Bid Secondary
Diesel Powered Knuckle Boom Truck-8' Long 24 CU Yard with Barn Door Tailgate Boom Rotation 280 dg by Hydraulic Motor	Pittman Tractor Co., Inc. No Bid	\$23,250.00 Prime No Bid Secondary
Mack Tri-Axle 21 Yard Dump Truck or equal	Pittman Tractor Co., Inc. No Bid	\$15,150.00 Prime No Bid Secondary
Freightliner Single Axle 8 Yard Dump Truck or equal	No Bid No Bid	No Bid Prime No Bid Secondary
Mack Tandem Axle 14 Yard Dump Truck or equal	Pittman Tractor Co., Inc. No Bid	\$8,750.00 Prime No Bid Secondary
Volvo A25D- 25 ton 6x6 Articulated Off Road Truck or equal	Pittman Tractor Co., Inc. Tractor & Equipment Co.	\$8,600.00 Prime \$11,000.00 Secondary
Freightliner M2 106 with 10ft Dump Body or equal	No Bid No Bid	No Bid Prime No Bid Secondary
938K Rubber Tire Loader w/4 way Bucket w/2.5 cu. yd. multipurpose Bucket or equal	Pittman Tractor Co., Inc. Tractor & Equipment Co.	\$4,850.00 Prime \$5,500.00 Secondary
Cat 966K Front End Loader or equal	Pittman Tractor Co., Inc. Tractor & Equipment Co.	\$5,150.00 Prime \$6,000.00 Secondary
Caterpillar 963D Track Loader with multipurpose bucket or equal	No Bid No Bid	No Bid Prime No Bid Secondary
Bobcat T870 Track Loader w/high capacity Hydraulic Pump with attachments or equal	United Rentals - Foley No Bid	\$2,650.00 Prime No Bid Secondary

Cat 336E Excavator w/Thumb and A/C or equal	Pittman Tractor Co., Inc. Tractor & Equipment Co.	\$8,650.00 Prime \$10,500.00 Secondary
Cat 329E Excavator w/Thumb and A/C or equal	Pittman Tractor Co., Inc. Tractor & Equipment Co.	\$7,250.00 Prime \$9,000.00 Secondary
Cat 324E Excavator w/Thumb and A/C or equal	Pittman Tractor Co., Inc. Tractor & Equipment Co.	\$5,540.00 Prime \$7,500.00 Secondary
Cat 318 Rubber Tire Excavator or equal	Pittman Tractor Co., Inc. No Bid	\$8,850.00 Prime No Bid Secondary
XL4100 Gradall or equal	Pittman Tractor Co., Inc. No Bid	\$10,500.00 Prime No Bid Secondary
Cat 329 Long Reach Excavator with A/C or equal 60 ft. reach	Pittman Tractor Co., Inc. No Bid	\$10,450.00 Prime No Bid Secondary
Cat 349 Excavator Loader with multipurpose bucket or equal	Tractor & Equipment Co. No Bid	\$13,000.00 Prime No Bid Secondary
Ditch Cleaning Bucket (for Excavator)	Pittman Tractor Co., Inc. No Bid	\$950.00 Prime No Bid Secondary
Cat 12M Motor Grader or equal	Tractor & Equipment Co. Pittman Tractor Co., Inc.	\$6,200.00 Prime \$8,450.00 Secondary
Cat 12M Motor Grader with Front Blade or equal	Pittman Tractor Co., Inc. No Bid	\$8,450.00 Prime No Bid Secondary
CAT 140M Motor Grader or equal	Pittman Tractor Co., Inc. No Bid	\$9,450.00 Prime No Bid Secondary

CAT 140M Motor Grader with Front Blade or equal	Pittman Tractor Co., Inc. No Bid	\$9,950.00 Prime No Bid Secondary
Cat D6K LGP Dozer with Straight Blade or equal	United Rentals - Foley Pittman Tractor Co., Inc.	\$3,556.00 Prime \$6,050.00 Secondary
Cat D6K LGP Dozer with Tilt Blade or equal	Pittman Tractor Co., Inc. Tractor & Equipment Co.	\$6,050.00 Prime \$8,900.00 Secondary
Cat 416E Back Hoe or equal	Pittman Tractor Co., Inc. United Rentals - Foley	\$1,725.00 Prime \$1,844.00 Secondary
Cat 623H - 18 to 23 cu. yd. capacity or equal	No Bid No Bid	No Bid Prime No Bid Secondary
Pull behind Tractor Scraper 6 cu. yd. capacity or equal	Pittman Tractor Co., Inc. No Bid	\$6,000.00 Prime No Bid Secondary
4 - 6 Ton Steel Wheel Roller w/compaction width of 66 in. or equal	Pittman Tractor Co., Inc. Tractor & Equipment Co.	\$3,250.00 Prime \$5,800.00 Secondary
8-10 Ton Steel Wheel Roller w/compaction width of 84 in. or equal	Pittman Tractor Co., Inc. Tractor & Equipment Co.	\$3,790.00 Prime \$6,800.00 Secondary
9-12 Ton Rubber Tire Roller	Pittman Tractor Co., Inc. No Bid	\$5,000.00 Prime No Bid Secondary
Cat CP 44 Sheepfoot Roller w/blade or equal	Pittman Tractor Co., Inc. No Bid	\$3,200.00 Prime No Bid Secondary
Cat CP 74 Sheepfoot Roller or equal	United Rentals - Foley Pittman Tractor Co., Inc.	\$3,260.00 Prime \$4,500.00 Secondary

One Ton Small Steel Wheel Roller	Pittman Tractor Co., Inc. United Rentals - Foley	\$1,295.00 Prime \$1,649.00 Secondary
Minimum 114 HP Kubota Farm Type Tractor or equal	Kingline Equipment Robertsdale Rent All, Inc.	\$2,300.00 Prime \$2,300.00 Secondary
4 Wheel Drive Boom Mower w/Tractor w/6ft. Mower Deck 23 ft. boom reach	No Bid No Bid	No Bid Prime No Bid Secondary
Cat 262C Skid Steer Loader (Hi-Flo) 73hp or equal, Rubber Tracks	1 Source Power & Equipment Pittman Tractor Co., Inc.	\$2,050.00 Prime \$2,350.00 Secondary
Cat 226B Skid Steer Loader 59 hp or equal	Pittman Tractor Co., Inc. No Bid	\$1,650.00 Prime No Bid Secondary
Auger 8" - 36" bits for Skid Steer Loader	Robertsdale Rent All, Inc. United Rentals - Foley	\$275.00 Prime \$410.00 Secondary
Angle Broom for Skid Steer Loader	Pittman Tractor Co., Inc. United Rentals - Foley	\$820.00 Prime \$972.00 Secondary
Cold Planner for Skid Steer Loader	No Bid No Bid	No Bid Prime No Bid Secondary
Forks for Skid Steer Loader	Robertsdale Rent All, Inc. Pittman Tractor Co., Inc.	\$210.00 Prime \$430.00 Secondary
Hydraulic Hammer for Ski Steer Loader	Robertsdale Rent All, Inc. 1 Source Power & Equipment	\$860.00 Prime \$1,450.00 Secondary
Tracks for Skid Steer Loader	No Bid No Bid	No Bid Prime No Bid Secondary

Brush Cutter for Skid Steer Loader	Pittman Tractor Co., Inc. No Bid	\$1,250.00 Prime No Bid Secondary
Rotary Cutter for Skid Steer Loader	No Bid No Bid	No Bid Prime No Bid Secondary
Portable Screening Plant Model 271 or equal	Pittman Tractor Co., Inc. No Bid	\$15,500.00 Prime No Bid Secondary
Milling Machine Writgen 2000 or equivalent with operators	Pittman Tractor Co., Inc. No Bid	\$28,000.00 Prime No Bid Secondary
Mauldin 1750-C Asphalt Spreader or equal	Pittman Tractor Co., Inc. No Bid	\$11,500.00 Prime No Bid Secondary
Cat AP600D Asphalt Spreader or equal	No Bid No Bid	No Bid Prime No Bid Secondary
Cat AP1000D Asphalt Spreader or equal	No Bid No Bid	No Bid Prime No Bid Secondary
25 Cubic Yard Rear Loader Garbage Truck or equal	No Bid No Bid	No Bid Prime No Bid Secondary
13 Cubic Yard Rear Loader Garbage Truck or equal	No Bid No Bid	No Bid Prime No Bid Secondary

COMPETITIVE BID #WG20-14 BID TABULATION
EQUIPMENT RENTAL

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EQUIPMENT		BIDDERS						
		United Rentals Irvington	Pittman Tractor Co., Inc.	Tractor & Equipment Co.	United Rentals Foley	1 Source Power & Equipment	Kingline Equipment	Robertsdale Rent All, Inc.
6" Diesel Hydraulic Pump w/100ft.suction hose&200ft. discharge hose	Daily	\$1,327.54	No Bid	No Bid	No Bid	\$250.00	No Bid	No Bid
	Weekly	\$4,601.00	No Bid	No Bid	No Bid	\$750.00	No Bid	No Bid
	Monthly	\$6,733.55	No Bid	No Bid	No Bid	\$2,250.00	No Bid	No Bid
2 in. Electric Submerge Pump w/200 ft. hose	Daily	No Bid	No Bid	No Bid	No Bid	\$60.00	No Bid	\$35.00
	Weekly	No Bid	No Bid	No Bid	No Bid	\$162.00	No Bid	\$175.00
	Monthly	No Bid	No Bid	No Bid	No Bid	\$545.00	No Bid	\$250.00
Mud Pump	Daily	\$335.12	No Bid	No Bid	No Bid	\$60.00	No Bid	No Bid
	Weekly	\$485.95	No Bid	No Bid	No Bid	\$162.00	No Bid	No Bid
	Monthly	\$988.85	No Bid	No Bid	No Bid	\$545.00	No Bid	No Bid
12 ft. Wood Grinder w/ Operator Powered by Diesel, Minimum Reach 27' w/Capabilities of lifting 5000 lbs.	Daily	No Bid	\$6,000.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	\$18,000.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	\$54,000.00	No Bid	No Bid	No Bid	No Bid	No Bid
Tub Grinder List various sizes available w/price	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Tub Grinder List various sizes available w/price	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Tub Grinder List various sizes available w/price	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Bandit Model 1890 Wood Chipper or equal	Daily	No Bid	\$1,050.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	\$2,995.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	\$8,500.00	No Bid	No Bid	No Bid	No Bid	No Bid
Curtain Burner 30ft.	Daily	No Bid	\$645.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	\$1,725.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	\$3,650.00	No Bid	No Bid	No Bid	No Bid	No Bid

COMPETITIVE BID #WG20-14 BID TABULATION
EQUIPMENT RENTAL

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EQUIPMENT		BIDDERS						
		United Rentals - Irvingtor	Pittman Tractor Company	Tractor & Equipment Co.	United Rentals - Foley	1 Source Power & Equipment	Kingline Equipment	Robertsdale Rent All, Inc.
Horizontal Directional Boring Machine List various sizes available w/price	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Horizontal Directional Boring Machine List various sizes available w/price	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Diesel Powered Knuckle Boom Truck-8' Long 24 CU Yard with Barn Door Tailgate Boom Rotation 280 dg by Hydraulic Motor	Daily	No Bid	\$2,500.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	\$7,500.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	\$23,000.00	No Bid	No Bid	No Bid	No Bid	No Bid
Mack Tri-Axle 21 Yard Dump Truck or equal	Daily	No Bid	\$1,750.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	\$4,995.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	\$14,900.00	No Bid	No Bid	No Bid	No Bid	No Bid
Freightliner Single Axle 8 Yard Dump Truck or equal	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Mack Tandum Axle 14 Yard Dump Truck or equal	Daily	No Bid	\$795.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	\$2,995.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	\$8,500.00	No Bid	No Bid	No Bid	No Bid	No Bid
Volvo A25D- 25 ton 6x6 Articulated Off Road Truck or equal	Daily	No Bid	\$1,495.00	\$1,000.00	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	\$3,400.00	\$3,000.00	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	\$8,200.00	\$9,000.00	No Bid	No Bid	No Bid	No Bid
Freightliner M2 106 with 10ft Dump Body or equal	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
938K Rubber Tire Loader w/4 way Bucket w/2.5 cu. yd. multipurpose Bucket or equal	Daily	No Bid	\$625.00	\$500.00	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	\$1,775.00	\$1,500.00	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	\$4,600.00	\$4,500.00	No Bid	No Bid	No Bid	No Bid
Cat 966K Front End Loader or equal	Daily	No Bid	\$839.00	\$550.00	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	\$2,050.00	\$1,580.00	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	\$4,900.00	\$4,700.00	No Bid	No Bid	No Bid	No Bid

COMPETITIVE BID #WG20-14 BID TABULATION
EQUIPMENT RENTAL
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EQUIPMENT		BIDDERS						
		United Rentals Irvington	Pittman Tractor Co., Inc.	Tractor & Equipment Co.	United Rentals Foley	1 Source Power & Equipment	Kingline Equipment	Robertsdale Rent All, Inc.
Caterpillar 963D Track Loader with multipurpose bucket or equal	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Bobcat T870 Track Loader w/high capacity Hydraulic Pump with attachments or equal	Daily	No Bid	No Bid	No Bid	\$425.00	No Bid	No Bid	No Bid
	Weekly	No Bid	No Bid	No Bid	\$1,100.00	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	\$2,400.00	No Bid	No Bid	No Bid
Cat 336E Excavator w/Thumb and A/C or equal	Daily	No Bid	\$1,200.00	\$950.00	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	\$3,400.00	\$2,580.00	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	\$8,150.00	\$8,500.00	No Bid	No Bid	No Bid	No Bid
Cat 329E Excavator w/Thumb and A/C or equal	Daily	No Bid	\$1,050.00	\$800.00	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	\$2,900.00	\$2,400.00	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	\$6,750.00	\$7,000.00	No Bid	No Bid	No Bid	No Bid
Cat 324E Excavator w/Thumb and A/C or equal	Daily	No Bid	\$850.00	\$700.00	No Bid	\$900.00	No Bid	No Bid
	Weekly	No Bid	\$2,250.00	\$2,100.00	No Bid	\$2,700.00	No Bid	No Bid
	Monthly	No Bid	\$5,290.00	\$6,300.00	No Bid	\$7,200.00	No Bid	No Bid
Cat 318 Rubber Tire Excavator or equal	Daily	No Bid	\$1,050.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	\$2,900.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	\$8,600.00	No Bid	No Bid	No Bid	No Bid	No Bid
XL4100 Gradall or equal	Daily	No Bid	\$1,505.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	\$4,300.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	\$10,000.00	No Bid	No Bid	No Bid	No Bid	No Bid
Cat 329 Long Reach Excavator with A/C or equal 60 ft. reach	Daily	No Bid	\$1,495.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	\$3,500.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	\$9,950.00	No Bid	No Bid	No Bid	No Bid	No Bid
Cat 349 Excavator Loader with multipurpose bucket or equal	Daily	No Bid	No Bid	\$1,200.00	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	No Bid	\$3,500.00	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	\$10,500.00	No Bid	No Bid	No Bid	No Bid
Ditch Cleaning Bucket (for Excavator)	Daily	No Bid	\$150.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	\$450.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	\$750.00	No Bid	No Bid	No Bid	No Bid	No Bid

COMPETITIVE BID #WG20-14 BID TABULATION
EQUIPMENT RENTAL

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EQUIPMENT		BIDDERS						
		United Rentals Irvington	Pittman Tractor Co., Inc.	Tractor & Equipment Co.	United Rentals Foley	1 Source Power & Equipment	Kingline Equipment	Robertsdale Rent All, Inc.
Cat 12M Motor Grader or equal	Daily	No Bid	\$1,050.00	\$600.00	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	\$2,950.00	\$1,700.00	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	\$7,950.00	\$5,000.00	No Bid	No Bid	No Bid	No Bid
Cat 12M Motor Grader with Front Blade or equal	Daily	No Bid	\$1,295.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	\$2,995.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	\$8,150.00	No Bid	No Bid	No Bid	No Bid	No Bid
CAT 140M Motor Grader or equal	Daily	No Bid	\$1,050.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	\$3,050.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	\$8,950.00	No Bid	No Bid	No Bid	No Bid	No Bid
CAT 140M Motor Grader with Front Blade or equal	Daily	No Bid	\$1,295.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	\$3,350.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	\$9,150.00	No Bid	No Bid	No Bid	No Bid	No Bid
Cat D6K LGP Dozer with Straight Blade or equal	Daily	No Bid	\$850.00	\$950.00	\$508.77	No Bid	No Bid	No Bid
	Weekly	No Bid	\$2,250.00	\$2,800.00	\$1,411.76	No Bid	No Bid	No Bid
	Monthly	No Bid	\$5,850.00	\$6,900.00	\$3,306.00	No Bid	No Bid	No Bid
Cat D6K LGP Dozer with Tilt Blade or equal	Daily	No Bid	\$850.00	\$950.00	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	\$2,250.00	\$2,800.00	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	\$5,850.00	\$6,900.00	No Bid	No Bid	No Bid	No Bid
Cat 416E Back Hoe or equal	Daily	No Bid	\$285.00	No Bid	\$284.00	\$300.00	No Bid	No Bid
	Weekly	No Bid	\$669.00	No Bid	\$735.00	\$725.00	No Bid	No Bid
	Monthly	No Bid	\$1,450.00	No Bid	\$1,594.00	\$1,650.00	No Bid	No Bid
Cat 623H - 18 to 23 cu. yd. capacity or equal	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Pull behind Tractor Scraper 6 cu. yd. capacity or equal	Daily	No Bid	\$850.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	\$2,050.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	\$5,200.00	No Bid	No Bid	No Bid	No Bid	No Bid
4 - 6 Ton Steel Wheel Roller w/compaction width of 66 in. or equal	Daily	No Bid	\$425.00	\$500.00	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	\$1,050.00	\$1,400.00	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	\$2,800.00	\$4,000.00	No Bid	No Bid	No Bid	No Bid
8-10 Ton Steel Wheel Roller w/compaction width of 84 in. or equal	Daily	No Bid	\$525.00	\$650.00	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	\$1,425.00	\$1,900.00	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	\$3,550.00	\$5,600.00	No Bid	No Bid	No Bid	No Bid

COMPETITIVE BID #WG20-14 BID TABULATION
EQUIPMENT RENTAL
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EQUIPMENT		BIDDERS						
		United Rentals Irvington	Pittman Tractor Co., Inc.	Tractor & Equipment Co.	United Rentals Foley	1 Source Power & Equipment	Kingline Equipment	Robertsdale Rent All, Inc.
9-12 Ton Rubber Tire Roller	Daily	No Bid	\$625.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	\$1,650.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	\$4,350.00	No Bid	No Bid	No Bid	No Bid	No Bid
Cat CP 44 Sheepfoot Roller w/blade or equal	Daily	No Bid	\$450.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	\$1,150.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	\$2,950.00	No Bid	No Bid	No Bid	No Bid	No Bid
Cat CP 74 Sheepfoot Roller or equal	Daily	No Bid	\$550.00	No Bid	\$583.00	No Bid	No Bid	No Bid
	Weekly	No Bid	\$1,450.00	No Bid	\$1,311.00	No Bid	No Bid	No Bid
	Monthly	No Bid	\$4,300.00	No Bid	\$3,010.00	No Bid	No Bid	No Bid
One Ton Small Steel Wheel Roller	Daily	No Bid	\$169.00	\$250.00	\$201.00	No Bid	No Bid	No Bid
	Weekly	No Bid	\$450.00	\$500.00	\$700.00	No Bid	No Bid	No Bid
	Monthly	No Bid	\$1,250.00	\$1,500.00	\$1,399.00	No Bid	No Bid	No Bid
Minimum 114 HP Kubota Farm Type Tractor or equal	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	\$350.00	\$400.00
	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	\$920.00	\$1,200.00
	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	\$2,300.00	\$2,300.00
4 Wheel Drive Boom Mower w/Tractor w/6ft. Mower Deck 23 ft. boom reach	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Cat 262C Skid Steer Loader (Hi-Flo) 73hp or equal, Rubber Tracks	Daily	No Bid	\$290.00	No Bid	No Bid	\$350.00	No Bid	No Bid
	Weekly	No Bid	\$750.00	No Bid	No Bid	\$900.00	No Bid	No Bid
	Monthly	No Bid	\$2,150.00	No Bid	No Bid	\$1,900.00	No Bid	No Bid
Cat 226B Skid Steer Loader 59 hp or equal	Daily	No Bid	\$230.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	\$660.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	\$1,450.00	No Bid	No Bid	No Bid	No Bid	No Bid
Auger 8" - 36" bits for Skid Steer Loader	Daily	No Bid	No Bid	No Bid	\$22.00	No Bid	No Bid	\$100.00
	Weekly	No Bid	No Bid	No Bid	\$91.00	No Bid	No Bid	\$150.00
	Monthly	No Bid	No Bid	No Bid	\$160.00	No Bid	No Bid	\$250.00

COMPETITIVE BID #WG20-14 BID TABULATION
EQUIPMENT RENTAL
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EQUIPMENT		BIDDERS						
		United Rentals Irvington	Pittman Tractor Co., Inc.	Tractor & Equipment Co.	United Rentals Foley	1 Source Power & Equipment	Kingline Equipment	Robertsdale Rent All, Inc.
Angle Broom for Skid Steer Loader	Daily	No Bid	\$105.00	No Bid	\$135.00	No Bid	No Bid	No Bid
	Weekly	No Bid	\$205.00	No Bid	\$245.00	No Bid	No Bid	No Bid
	Monthly	No Bid	\$600.00	No Bid	\$722.00	No Bid	No Bid	No Bid
Cold Planner for Skid Steer Loader	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Forks for Skid Steer Loader	Daily	No Bid	\$45.00	No Bid	\$49.58	\$50.00	No Bid	\$50.00
	Weekly	No Bid	\$80.00	No Bid	\$123.95	\$125.00	No Bid	\$75.00
	Monthly	No Bid	\$160.00	No Bid	\$298.17	\$350.00	No Bid	\$160.00
Hydraulic Hammer for Ski Steer Loader	Daily	No Bid	No Bid	No Bid	\$127.00	\$185.00	No Bid	\$115.00
	Weekly	No Bid	No Bid	No Bid	\$403.00	\$500.00	No Bid	\$380.00
	Monthly	No Bid	No Bid	No Bid	\$1,204.91	\$1,350.00	No Bid	\$800.00
Tracks for Skid Steer Loader	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Brush Cutter for Skid Steer Loader	Daily	No Bid	\$125.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	\$450.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	\$1,050.00	No Bid	No Bid	No Bid	No Bid	No Bid
Rotary Cutter for Skid Steer Loader	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Portable Screening Plant Model 271 or equal	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	\$13,000.00	No Bid	No Bid	No Bid	No Bid
Milling Machine Writgen 2000 or equivalent with operators	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	\$25,000.00	No Bid	No Bid	No Bid	No Bid

COMPETITIVE BID #WG20-14 BID TABULATION

EQUIPMENT RENTAL

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EQUIPMENT		BIDDERS						
		United Rentals Irvington	Pittman Tractor Co., Inc.	Tractor & Equipment Co.	United Rentals Foley	1 Source Power & Equipment	Kingline Equipment	Robertsdale Rent All, Inc.
Mauldin 1750-C Asphalt Spreader or equal	Daily	No Bid	\$2,000.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	\$5,500.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	\$11,000.00	No Bid	No Bid	No Bid	No Bid	No Bid
Cat AP600D Asphalt Spreader or equal	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Cat AP1000D Asphalt Spreader or equal	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
25 Cubic Yard Rear Loader Garbage Truck or equal	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
13 Cubic Yard Rear Loader Garbage Truck or equal	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

Exceptions:

NONE

COMPETITIVE BID #WG20-14 BID TABULATION
EQUIPMENT RENTAL

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EQUIPMENT		BIDDERS						
		United Rentals Irvington	Pittman Tractor Co., Inc.	Tractor & Equipment Co.	United Rentals Foley	1 Source Power & Equipment	Kingline Equipment	Robertsdale Rent All, Inc.
6" Diesel Hydraulic Pump w/100ft.suction hose&200ft. discharge hose	Daily	\$1,327.54	No Bid	No Bid	No Bid	\$350.00	No Bid	No Bid
	Weekly	\$4,601.00	No Bid	No Bid	No Bid	\$850.00	No Bid	No Bid
	Monthly	\$6,733.55	No Bid	No Bid	No Bid	\$2,350.00	No Bid	No Bid
2 in. Electric Submerge Pump w/200 ft. hose	Daily	No Bid	No Bid	No Bid	No Bid	\$160.00	No Bid	\$55.00
	Weekly	No Bid	No Bid	No Bid	No Bid	\$262.00	No Bid	\$195.00
	Monthly	No Bid	No Bid	No Bid	No Bid	\$645.00	No Bid	\$275.00
Mud Pump	Daily	\$335.12	No Bid	No Bid	No Bid	\$160.00	No Bid	No Bid
	Weekly	\$485.90	No Bid	No Bid	No Bid	\$262.00	No Bid	No Bid
	Monthly	\$988.85	No Bid	No Bid	No Bid	\$645.00	No Bid	No Bid
12 ft. Wood Grinder w/ Operator Powered by Diesel, Minimum Reach 27' w/Capabilities of lifting 5000 lbs.	Daily	No Bid	\$6,600.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	\$18,500.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	\$55,000.00	No Bid	No Bid	No Bid	No Bid	No Bid
Tub Grinder List various sizes available w/price	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Tub Grinder List various sizes available w/price	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Tub Grinder List various sizes available w/price	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Bandit Model 1890 Wood Chipper or equal	Daily	No Bid	\$1,250.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Curtain Burner 30ft.	Daily	No Bid	\$850.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	\$1,925.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	\$3,850.00	No Bid	No Bid	No Bid	No Bid	No Bid

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EQUIPMENT RENTAL

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EQUIPMENT		BIDDERS						
		United Rentals Irvington	Pittman Tractor Co., Inc.	Tractor & Equipment Co.	United Rentals Foley	1 Source Power & Equipment	Kingline Equipment	Robertsdale Rent All Inc.
Horizontal Directional Boring Machine List various sizes available w/price	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Horizontal Directional Boring Machine List various sizes available w/price	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Diesel Powered Knuckle Boom Truck-8' Long 24 CU Yard with Barn Door Tailgate Boom Rotation 280 dg by Hydraulic Motor	Daily	No Bid	\$2,750.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	\$7,750.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	\$23,250.00	No Bid	No Bid	No Bid	No Bid	No Bid
Mack Tri-Axle 21 Yard Dump Truck or equal	Daily	No Bid	\$2,000.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	\$5,245.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	\$15,150.00	No Bid	No Bid	No Bid	No Bid	No Bid
Freightliner Single Axle 8 Yard Dump Truck or equal	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Mack Tandum Axle 14 Yard Dump Truck or equal	Daily	No Bid	\$1,045.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	\$3,245.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	\$8,750.00	No Bid	No Bid	No Bid	No Bid	No Bid
Volvo A25D- 25 ton 6x6 Articulated Off Road Truck or equal	Daily	No Bid	\$1,895.00	\$2,000.00	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	\$3,800.00	\$5,000.00	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	\$8,600.00	\$11,000.00	No Bid	No Bid	No Bid	No Bid
Freightliner M2 106 with 10ft Dump Body or equal	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
938K Rubber Tire Loader w/4 way Bucket w/2.5 cu. yd. multipurpose Bucket or equal	Daily	No Bid	\$875.00	\$750.00	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	\$2,025.00	\$2,500.00	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	\$4,850.00	\$5,500.00	No Bid	No Bid	No Bid	No Bid
Cat 966K Front End Loader or equal	Daily	No Bid	\$1,089.00	\$750.00	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	\$2,300.00	\$2,600.00	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	\$5,150.00	\$6,000.00	No Bid	No Bid	No Bid	No Bid

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EQUIPMENT RENTAL

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EQUIPMENT		BIDDERS						
		United Rentals Irvington	Pittman Tractor Co., Inc.	Tractor & Equipment Co.	United Rentals Foley	1 Source Power & Equipment	Kingline Equipment	Robertsdale Rent All Inc.
Caterpillar 963D Track Loader with multipurpose bucket or equal	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Bobcat T870 Track Loader w/high capacity Hydraulic Pump with attachments or equal	Daily	No Bid	No Bid	No Bid	\$675.00	No Bid	No Bid	No Bid
	Weekly	No Bid	No Bid	No Bid	\$1,350.00	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	\$2,650.00	No Bid	No Bid	No Bid
Cat 336E Excavator w/Thumb and A/C or equal	Daily	No Bid	\$2,000.00	\$1,100.00	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	\$3,900.00	\$3,600.00	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	\$8,650.00	\$10,500.00	No Bid	No Bid	No Bid	No Bid
Cat 329E Excavator w/Thumb and A/C or equal	Daily	No Bid	\$2,000.00	\$1,000.00	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	\$3,400.00	\$3,600.00	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	\$7,250.00	\$9,000.00	No Bid	No Bid	No Bid	No Bid
Cat 324E Excavator w/Thumb and A/C or equal	Daily	No Bid	\$1,150.00	\$1,000.00	No Bid	\$1,700.00	No Bid	No Bid
	Weekly	No Bid	\$2,500.00	\$3,100.00	No Bid	\$3,500.00	No Bid	No Bid
	Monthly	No Bid	\$5,540.00	\$7,500.00	No Bid	\$8,000.00	No Bid	No Bid
Cat 318 Rubber Tire Excavator or equal	Daily	No Bid	\$2,000.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	\$3,150.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	\$8,850.00	No Bid	No Bid	No Bid	No Bid	No Bid
XL4100 Gradall or equal	Daily	No Bid	\$2,500.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	\$4,900.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	\$10,500.00	No Bid	No Bid	No Bid	No Bid	No Bid
Cat 329 Long Reach Excavator with A/C or equal 60 ft. reach	Daily	No Bid	\$2,250.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	\$4,000.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	\$10,450.00	No Bid	No Bid	No Bid	No Bid	No Bid
Cat 349 Excavator Loader with multipurpose bucket or equal	Daily	No Bid	No Bid	\$2,500.00	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	No Bid	\$5,000.00	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	\$13,000.00	No Bid	No Bid	No Bid	No Bid
Ditch Cleaning Bucket (for Excavator)	Daily	No Bid	\$400.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	\$650.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	\$950.00	No Bid	No Bid	No Bid	No Bid	No Bid

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EQUIPMENT RENTAL

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EQUIPMENT		BIDDERS						
		United Rentals Irvington	Pittman Tractor Co., Inc.	Tractor & Equipment Co.	United Rentals Foley	1 Source Power & Equipment	Kingline Equipment	Robertsdale Rent All Inc.
Cat 12M Motor Grader or equal	Daily	No Bid	\$1,550.00	\$900.00	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	\$3,450.00	\$2,100.00	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	\$8,450.00	\$6,200.00	No Bid	No Bid	No Bid	No Bid
Cat 12M Motor Grader with Front Blade or equal	Daily	No Bid	\$1,600.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	\$3,400.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	\$8,450.00	No Bid	No Bid	No Bid	No Bid	No Bid
CAT 140M Motor Grader or equal	Daily	No Bid	\$1,550.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	\$3,550.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	\$9,450.00	No Bid	No Bid	No Bid	No Bid	No Bid
CAT 140M Motor Grader with Front Blade or equal	Daily	No Bid	\$2,195.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	\$4,250.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	\$9,950.00	No Bid	No Bid	No Bid	No Bid	No Bid
Cat D6K LGP Dozer with Straight Blade or equal	Daily	No Bid	\$1,250.00	\$2,950.00	\$758.77	No Bid	No Bid	No Bid
	Weekly	No Bid	\$2,650.00	\$4,800.00	\$1,661.76	No Bid	No Bid	No Bid
	Monthly	No Bid	\$6,050.00	\$8,900.00	\$3,556.00	No Bid	No Bid	No Bid
Cat D6K LGP Dozer with Tilt Blade or equal	Daily	No Bid	\$1,250.00	\$2,950.00	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	\$2,650.00	\$4,800.00	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	\$6,050.00	\$8,900.00	No Bid	No Bid	No Bid	No Bid
Cat 416E Back Hoe or equal	Daily	No Bid	\$515.00	No Bid	\$534.00	\$550.00	No Bid	No Bid
	Weekly	No Bid	\$950.00	No Bid	\$985.00	\$975.00	No Bid	No Bid
	Monthly	No Bid	\$1,725.00	No Bid	\$1,844.00	\$1,900.00	No Bid	No Bid
Cat 623H - 18 to 23 cu. yd. capacity or equal	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Pull behind Tractor Scraper 6 cu. yd. capacity or equal	Daily	No Bid	\$1,650.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	\$2,850.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	\$6,000.00	No Bid	No Bid	No Bid	No Bid	No Bid
4 - 6 Ton Steel Wheel Roller w/compaction width of 66 in. or equal	Daily	No Bid	\$725.00	\$900.00	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	\$1,450.00	\$2,800.00	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	\$3,250.00	\$5,800.00	No Bid	No Bid	No Bid	No Bid
8-10 Ton Steel Wheel Roller w/compaction width of 84 in. or equal	Daily	No Bid	\$850.00	\$1,600.00	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	\$1,750.00	\$3,200.00	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	\$3,790.00	\$6,800.00	No Bid	No Bid	No Bid	No Bid

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EQUIPMENT RENTAL

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EQUIPMENT		BIDDERS						
		United Rentals Irvington	Pittman Tractor Co., Inc.	Tractor & Equipment Co.	United Rentals Foley	1 Source Power & Equipment	Kingline Equipment	Robertsdale Rent All Inc.
9-12 Ton Rubber Tire Roller	Daily	No Bid	\$1,150.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	\$2,150.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	\$5,000.00	No Bid	No Bid	No Bid	No Bid	No Bid
Cat CP 44 Sheepfoot Roller w/blade or equal	Daily	No Bid	\$725.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	\$1,450.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	\$3,200.00	No Bid	No Bid	No Bid	No Bid	No Bid
Cat CP 74 Sheepfoot Roller or equal	Daily	No Bid	\$1,050.00	No Bid	\$833.00	No Bid	No Bid	No Bid
	Weekly	No Bid	\$1,750.00	No Bid	\$1,561.00	No Bid	No Bid	No Bid
	Monthly	No Bid	\$4,500.00	No Bid	\$3,260.00	No Bid	No Bid	No Bid
One Ton Small Steel Wheel Roller	Daily	No Bid	\$325.00	\$850.00	\$451.00	No Bid	No Bid	No Bid
	Weekly	No Bid	\$675.00	\$1,100.00	\$950.00	No Bid	No Bid	No Bid
	Monthly	No Bid	\$1,295.00	\$2,200.00	\$1,649.00	No Bid	No Bid	No Bid
Minimum 114 HP Kubota Farm Type Tractor or equal	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	\$350.00	\$500.00
	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	\$920.00	\$1,300.00
	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	\$2,300.00	\$2,300.00
4 Wheel Drive Boom Mower w/Tractor w/6ft. Mower Deck 23 ft. boom reach	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Cat 262C Skid Steer Loader (Hi-Flo) 73hp or equal, Rubber Tracks	Daily	No Bid	\$590.00	No Bid	No Bid	\$600.00	No Bid	No Bid
	Weekly	No Bid	\$1,050.00	No Bid	No Bid	\$1,150.00	No Bid	No Bid
	Monthly	No Bid	\$2,350.00	No Bid	No Bid	\$2,050.00	No Bid	No Bid
Cat 226B Skid Steer Loader 59 hp or equal	Daily	No Bid	\$530.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	\$900.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	\$1,650.00	No Bid	No Bid	No Bid	No Bid	No Bid
Auger 8" - 36" bits for Skid Steer Loader	Daily	No Bid	No Bid	No Bid	\$272.00	No Bid	No Bid	\$125.00
	Weekly	No Bid	No Bid	No Bid	\$341.00	No Bid	No Bid	\$175.00
	Monthly	No Bid	No Bid	No Bid	\$410.00	No Bid	No Bid	\$275.00

COMPETITIVE BID #WG20-14 BID TABULATION

EQUIPMENT RENTAL

Page 7 Delivered

EQUIPMENT		BIDDERS						
		United Rentals Irvington	Pittman Tractor Co., Inc.	Tractor & Equipment Co.	United Rentals Foley	1 Source Power & Equipment	Kingline Equipment	Robertsdale Rent All Inc.
Angle Broom for Skid Steer Loader	Daily	No Bid	\$340.00	No Bid	\$385.00	No Bid	No Bid	No Bid
	Weekly	No Bid	\$425.00	No Bid	\$495.00	No Bid	No Bid	No Bid
	Monthly	No Bid	\$820.00	No Bid	\$972.00	No Bid	No Bid	No Bid
Cold Planner for Skid Steer Loader	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Forks for Skid Steer Loader	Daily	No Bid	\$315.00	No Bid	\$299.58	\$150.00	No Bid	\$100.00
	Weekly	No Bid	\$350.00	No Bid	\$373.95	\$225.00	No Bid	\$125.00
	Monthly	No Bid	\$430.00	No Bid	\$548.17	\$450.00	No Bid	\$210.00
Hydraulic Hammer for Ski Steer Loader	Daily	No Bid	No Bid	No Bid	\$377.00	\$285.00	No Bid	\$175.00
	Weekly	No Bid	No Bid	No Bid	\$653.00	\$600.00	No Bid	\$420.00
	Monthly	No Bid	No Bid	No Bid	\$1,454.91	\$1,450.00	No Bid	\$860.00
Tracks for Skid Steer Loader	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Brush Cutter for Skid Steer Loader	Daily	No Bid	\$425.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	\$695.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	\$1,250.00	No Bid	No Bid	No Bid	No Bid	No Bid
Rotary Cutter for Skid Steer Loader	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Portable Screening Plant Model 271 or equal	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	\$15,500.00	No Bid	No Bid	No Bid	No Bid
Milling Machine Writgen 2000 or equivalent with operators	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	\$28,000.00	No Bid	No Bid	No Bid	No Bid

COMPETITIVE BID #WG20-14 BID TABULATION

EQUIPMENT RENTAL

Page 8 Delivered

EQUIPMENT		BIDDERS						
		United Rentals Irvington	Pittman Tractor Co., Inc.	Tractor & Equipment Co.	United Rentals Foley	1 Source Power & Equipment	Kingline Equipment	Robertsdale Rent All Inc.
Mauldin 1750-C Asphalt Spreader or equal	Daily	No Bid	\$2,500.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	\$6,000.00	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	\$11,500.00	No Bid	No Bid	No Bid	No Bid	No Bid
Cat AP600D Asphalt Spreader or equal	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Cat AP1000D Asphalt Spreader or equal	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
25 Cubic Yard Rear Loader Garbage Truck or equal	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
13 Cubic Yard Rear Loader Garbage Truck or equal	Daily	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Weekly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
	Monthly	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

Exceptions:

United Rentals - Foley - charging an additional \$250.00 for delivery (\$125.00 to deliver and \$125.00 to pick-up; this additional amount is reflected in the bid amounts listed



Baldwin County Commission

Agenda Action Form

File #: 20-0709, **Version:** 1

Item #: B4

Meeting Type: BCC Work Session

Meeting Date: 2/11/2020

Item Status: New

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

Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

Competitive Bid #WG20-15 - Provision of Roadway Pipe for the Baldwin County Commission

STAFF RECOMMENDATION

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

BACKGROUND INFORMATION

Previous Commission action/date:

01/07/2020 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Roadway Pipe; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

Background: Bids were opened in the Purchasing Conference Room on January 27, 2020, at 2:00 P.M. Five (5) bids were received. Bids were solicited in four (4) categories. Bids were awarded to the lowest responsible bidders in the following three (3) categories as per the attached Award Listings: Pipe, Concrete - Circular & Arch, High Density Polyethylene Corrugated Pipe, and High-Performance Polypropylene Pipe. No award is being made for the following category: Pipe - Corrugated Round & Arch Bituminous Coated (Metal). The only bid received from Gulf Atlantic Culvert for this category is an out-of-state company that is not registered with the Alabama Secretary of State as a foreign corporation to do business in Alabama and did not include a bid bond as was required in the bid specifications. The Highway Department will use the Association of County Commission of Alabama (ACCA) yearly bid to purchase the Corrugated Pipe. Recommend the Commission award the bid to the lowest responsible bidders as per the attached Award Listings for each category of headings for the Provision of Roadway Pipe. Bid Tabulations and Award Listings are attached.

FINANCIAL IMPACT

Total cost of recommendation: Variable

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 02/18/2020

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

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

Additional instructions/notes: N/A

COMPETITIVE BID #WG20-15 Award Listing
Pipe, Concrete - Circular & Arch
Effective Date: 02/18/2020 through 02/18/2021

Description	Alabama Pipe & Supply Delivered/Picked Up Amount
15" RCP C-3	\$13.40
15" BEVELED END SECTION	*\$370.00
18" RCP C-3	\$15.57
18" BEVELED END SECTION	*\$387.00
21" RCP C-3	No Bid
24" RCP C-3	\$21.54
24" BEVELED END SECTION	*\$497.00
27" RCP C-3	No Bid
30" RCP C-3	\$31.30
30" BEVELED END SECTION	No Bid
36" RCP C-3	\$43.40
36" BEVELED END SECTION	No Bid
42" RCP C-3	\$60.97
48" RCP C-3	\$81.61
54" RCP C-3	No Bid
60" RCP C-3	\$122.53
66" RCP C-3	No Bid
72" RCP C-3	\$180.25
84" RCP C-3	No Bid
96" RCP C-3	\$330.13
18"x11" RCP C-3 ARCH	\$22.28
18"X11" BES	*\$456.00
22"X13" RCP C-3 ARCH	\$24.31
22"X13 BES	*\$501.00
29"X18" RCP C-3 ARCH	\$34.68
29"x18" BES	*\$522.00
36"x23" RCP C-3 ARCH	\$46.26
36"X23" BES	No Bid
44"x27" RCP C-3 ARCH	\$62.76
44"X27" BES	No Bid
51"x31" RCP C-3 ARCH	\$78.55
58" X 36" RCP C-3 ARCH	\$102.17
65" X40" RCP C-3 ARCH	\$119.54
73"X45" RCP C-3 ARCH	\$149.61
88"X54" RCP C-3 ARCH	No Bid

EXCEPTIONS:

Alabama Pipe & Supply Co., Inc. bid for some items as a "pair." Said bid amounts are indicated with an asterisk.

Competitive Bid # WG20-15 Award Listing
Provision of High Density Polyethylene Corrugated Pipe
Effective Date: 02/18/2020 through 02/18/2021

Diameter	Fortiline Water Works Delivered/Picked Up Amount
4"	\$1.00
6"	\$2.20
8"	\$3.03
10"	\$4.02
12"	\$4.92
15"	\$6.31
18"	\$7.79
24"	\$13.23
30"	\$19.01
36"	\$25.19
42"	\$33.24
48"	\$41.65

Competitive Bid # WG20-15 Award Listing
Provision of High Performance Polypropylene Pipe (PP)
Effective Date: 02/18/2020 through 02/18/2021

Diameter	Fortiline Water Works Delivered/Picked Up Amount
12"	\$6.16
15"	\$6.96
18"	\$9.37
24"	\$16.34
30"	\$25.87
36"	\$28.43
42"	\$34.62
48"	\$47.89
60"	\$76.92

COMPETITIVE BID #WG20-15 Bid Tabulation
Pipe, Concrete - Circular & Arch

Description	Foley Products Co. Delivered/Picked Up Amount	Alabama Pipe & Supply Delivered/Picked Up Amount	Construction Materials Delivered/Picked Up Amount	Fortiline Water Works Delivered/Picked Up Amount	Gulf Atlantic Culvert Delivered/Picked Up Amount
15" RCP C-3	\$13.78	\$13.40	\$14.05	No Bid	No Bid
15" BEVELED END SECTION	\$48.15	*\$370.00	\$51.50	No Bid	No Bid
18" RCP C-3	\$16.80	\$15.57	\$17.15	No Bid	No Bid
18" BEVELED END SECTION	\$51.18	*\$387.00	\$52.25	No Bid	No Bid
21" RCP C-3	No Bid	No Bid	No Bid	No Bid	No Bid
24" RCP C-3	\$24.75	\$21.54	\$25.25	No Bid	No Bid
24" BEVELED END SECTION	\$59.13	*\$497.00	\$59.95	No Bid	No Bid
27" RCP C-3	No Bid	No Bid	No Bid	No Bid	No Bid
30" RCP C-3	\$35.55	\$31.30	\$36.25	No Bid	No Bid
30" BEVELED END SECTION	No Bid	No Bid	No Bid	No Bid	No Bid
36" RCP C-3	\$46.60	\$43.40	\$48.55	No Bid	No Bid
36" BEVELED END SECTION	No Bid	No Bid	No Bid	No Bid	No Bid
42" RCP C-3	\$59.80	\$60.97	\$60.95	No Bid	No Bid
48" RCP C-3	\$82.40	\$81.61	\$81.95	No Bid	No Bid
54" RCP C-3	\$117.70	No Bid	\$118.90	No Bid	No Bid
60" RCP C-3	\$136.10	\$122.53	\$145.50	No Bid	No Bid
66" RCP C-3	No Bid	No Bid	No Bid	No Bid	No Bid
72" RCP C-3	\$199.10	\$180.25	\$211.10	No Bid	No Bid
84" RCP C-3	\$336.56	No Bid	\$373.40	No Bid	No Bid
96" RCP C-3	\$478.80	\$330.13	\$532.25	No Bid	No Bid
18"x11" RCP C-3 ARCH	\$21.00	\$22.28	\$24.65	No Bid	No Bid
18"X11" BES	No Bid	*\$456.00	\$59.25	No Bid	No Bid
22"X13" RCP C-3 ARCH	\$24.00	\$24.31	\$29.85	No Bid	No Bid
22"X13 BES	No Bid	*\$501.00	\$64.05	No Bid	No Bid
29"X18" RCP C-3 ARCH	\$34.00	\$34.68	\$41.85	No Bid	No Bid
29"X18" BES	No Bid	*\$522.00	\$76.45	No Bid	No Bid
36"x23" RCP C-3 ARCH	\$48.25	\$46.26	\$59.99	No Bid	No Bid
36"X23" BES	No Bid	No Bid	No Bid	No Bid	No Bid
44"x27" RCP C-3 ARCH	\$64.20	\$62.76	\$78.95	No Bid	No Bid
44"X27" BES	No Bid	No Bid	No Bid	No Bid	No Bid
51"x31" RCP C-3 ARCH	\$87.75	\$78.55	\$110.95	No Bid	No Bid
58" X 36" RCP C-3 ARCH	\$113.60	\$102.17	\$137.95	No Bid	No Bid
65" X40" RCP C-3 ARCH	\$141.45	\$119.54	\$170.85	No Bid	No Bid
73"X45" RCP C-3 ARCH	\$177.60	\$149.61	\$213.95	No Bid	No Bid
88"X54" RCP C-3 ARCH	\$228.75	No Bid	\$305.95	No Bid	No Bid

EXCEPTIONS:

Gulf Atlantic Culvert is not registered with the Alabama Secretary of State, and did not include a bid bond as was required in the bid specifications.

Alabama Pipe & Supply bid for some items as a "pair." Said bid amounts are indicated with an asterisk.

Competitive Bid # WG20-15 Bid Tabulation
Provision of High Density Polyethylene Corrugated Pipe

Diameter	Foley Products Co. Delivered/Picked Up Amount	Alabama Pipe & Supply Delivered/Picked Up Amount	Construction Materials Delivered/Picked Up Amount	Fortiline Water Works Delivered/Picked Up Amount	Gulf Atlantic Culvert Delivered/Picked Up Amount
4"	No Bid	\$1.11	\$1.16	\$1.00	No Bid
6"	No Bid	\$2.45	\$2.52	\$2.20	No Bid
8"	No Bid	\$3.38	\$3.75	\$3.03	No Bid
10"	No Bid	\$4.49	\$4.91	\$4.02	No Bid
12"	No Bid	\$5.50	\$5.98	\$4.92	No Bid
15"	No Bid	\$7.06	\$7.70	\$6.31	No Bid
18"	No Bid	\$8.71	\$8.74	\$7.79	No Bid
24"	No Bid	\$14.81	\$15.18	\$13.23	No Bid
30"	No Bid	\$21.28	\$21.15	\$19.01	No Bid
36"	No Bid	\$28.20	\$27.75	\$25.19	No Bid
42"	No Bid	\$37.22	\$36.10	\$33.24	No Bid
48"	No Bid	\$46.64	\$43.90	\$41.65	No Bid

EXCEPTIONS:

Gulf Atlantic Culvert is not registered with the Alabama Secretary of State, and did not include a bid bond as was required in the bid specifications.

Competitive Bid # WG20-15 Bid Tabulation
Provision of High Performance Polypropylene Pipe (PP)

Diameter	Foley Products Co. Delivered/Picked Up Amount	Alabama Pipe & Supply Delivered/Picked Up Amount	Construction Materials Delivered/Picked Up Amount	Fortiline Water Works Delivered/Picked Up Amount	Gulf Atlantic Culvert Delivered/Picked Up Amount
12"	No Bid	\$6.90	\$7.10	\$6.16	No Bid
15"	No Bid	\$7.78	\$7.90	\$6.96	No Bid
18"	No Bid	\$10.48	\$10.60	\$9.37	No Bid
24"	No Bid	\$18.29	\$18.50	\$16.34	No Bid
30"	No Bid	\$28.96	\$29.39	\$25.87	No Bid
36"	No Bid	\$31.83	\$32.29	\$28.43	No Bid
42"	No Bid	\$38.76	\$39.33	\$34.62	No Bid
48"	No Bid	\$53.63	\$54.41	\$47.89	No Bid
60"	No Bid	\$86.14	\$85.45	\$76.92	No Bid

EXCEPTIONS:

Gulf Atlantic Culvert is not registered with the Alabama Secretary of State, and did not include a bid bond as was required in the bid specifications.

Competitive Bid # WG20-15 Bid Tabulation
Pipe - Corrugated Round & Arch Bituminous Coated (Metal)

Diameter	Gage	Foley Products Co. Delivered/Picked Up Amount	Alabama Pipe & Supply Delivered/Picked Up Amount	Construction Materials Delivered/Picked Up Amount	Fortiline Water Works Delivered/Picked Up Amount	Gulf Atlantic Culvert Delivered/Picked Up Amount
Corrugated Metal Culvert Pipe (2.66")						
6"	16	No Bid	No Bid	No Bid	No Bid	No Bid
8"	16	No Bid	No Bid	No Bid	No Bid	No Bid
10"	16	No Bid	No Bid	No Bid	No Bid	No Bid
12"	16	No Bid	No Bid	No Bid	No Bid	\$11.52
15"	16	No Bid	No Bid	No Bid	No Bid	\$14.46
18"	16	No Bid	No Bid	No Bid	No Bid	\$17.48
21"	16	No Bid	No Bid	No Bid	No Bid	\$20.11
24"	16	No Bid	No Bid	No Bid	No Bid	\$22.99
30"	16	No Bid	No Bid	No Bid	No Bid	\$29.43
36"	16	No Bid	No Bid	No Bid	No Bid	\$35.13
42"	16	No Bid	No Bid	No Bid	No Bid	\$41.08
48"	16	No Bid	No Bid	No Bid	No Bid	\$47.64
15"	14	No Bid	No Bid	No Bid	No Bid	\$17.12
18"	14	No Bid	No Bid	No Bid	No Bid	\$20.64
21"	14	No Bid	No Bid	No Bid	No Bid	\$23.66
24"	14	No Bid	No Bid	No Bid	No Bid	\$27.19
30"	14	No Bid	No Bid	No Bid	No Bid	\$33.73
36"	14	No Bid	No Bid	No Bid	No Bid	\$40.78
42"	14	No Bid	No Bid	No Bid	No Bid	\$48.32
48"	14	No Bid	No Bid	No Bid	No Bid	\$55.95
54"	14	No Bid	No Bid	No Bid	No Bid	\$71.09
21"	12	No Bid	No Bid	No Bid	No Bid	No Bid
24"	12	No Bid	No Bid	No Bid	No Bid	No Bid
30"	12	No Bid	No Bid	No Bid	No Bid	No Bid
36"	12	No Bid	No Bid	No Bid	No Bid	No Bid
42"	12	No Bid	No Bid	No Bid	No Bid	\$60.98
48"	12	No Bid	No Bid	No Bid	No Bid	\$70.49
54"	12	No Bid	No Bid	No Bid	No Bid	\$88.85
60"	12	No Bid	No Bid	No Bid	No Bid	\$98.77
66"	12	No Bid	No Bid	No Bid	No Bid	\$108.69
72"	12	No Bid	No Bid	No Bid	No Bid	\$127.96
78"	12	No Bid	No Bid	No Bid	No Bid	No Bid

36"	10	No Bid	No Bid	No Bid	No Bid	No Bid
42"	10	No Bid	No Bid	No Bid	No Bid	No Bid
48"	10	No Bid	No Bid	No Bid	No Bid	No Bid
54"	10	No Bid	No Bid	No Bid	No Bid	No Bid
60"	10	No Bid	No Bid	No Bid	No Bid	\$121.93
66"	10	No Bid	No Bid	No Bid	No Bid	\$134.15
72"	10	No Bid	No Bid	No Bid	No Bid	\$146.36
78"	10	No Bid	No Bid	No Bid	No Bid	No Bid
84"	10	No Bid	No Bid	No Bid	No Bid	No Bid
90"	10	No Bid	No Bid	No Bid	No Bid	No Bid
96"	10	No Bid	No Bid	No Bid	No Bid	No Bid
48"	8	No Bid	No Bid	No Bid	No Bid	No Bid
54"	8	No Bid	No Bid	No Bid	No Bid	No Bid
60"	8	No Bid	No Bid	No Bid	No Bid	No Bid
66"	8	No Bid	No Bid	No Bid	No Bid	No Bid
72"	8	No Bid	No Bid	No Bid	No Bid	No Bid
78"	8	No Bid	No Bid	No Bid	No Bid	No Bid
84"	8	No Bid	No Bid	No Bid	No Bid	No Bid
90"	8	No Bid	No Bid	No Bid	No Bid	No Bid
96"	8	No Bid	No Bid	No Bid	No Bid	No Bid
17X13	16	No Bid	No Bid	No Bid	No Bid	\$16.06
21x15	16	No Bid	No Bid	No Bid	No Bid	\$19.39
24x18	16	No Bid	No Bid	No Bid	No Bid	\$22.21
28x20	16	No Bid	No Bid	No Bid	No Bid	\$25.39
35x24	16	No Bid	No Bid	No Bid	No Bid	\$31.18
42x29	16	No Bid	No Bid	No Bid	No Bid	\$38.73
49x33	16	No Bid	No Bid	No Bid	No Bid	\$45.54
57x38	16	No Bid	No Bid	No Bid	No Bid	No Bid
17X13	14	No Bid	No Bid	No Bid	No Bid	\$18.62
21x15	14	No Bid	No Bid	No Bid	No Bid	\$22.44
24x18	14	No Bid	No Bid	No Bid	No Bid	\$25.76
28x20	14	No Bid	No Bid	No Bid	No Bid	\$29.59
35x24	14	No Bid	No Bid	No Bid	No Bid	\$36.51
42x29	14	No Bid	No Bid	No Bid	No Bid	\$43.61
49x33	14	No Bid	No Bid	No Bid	No Bid	\$52.83
57x38	14	No Bid	No Bid	No Bid	No Bid	No Bid
64x43	14	No Bid	No Bid	No Bid	No Bid	No Bid
24x18	12	No Bid	No Bid	No Bid	No Bid	No Bid

28x20	12	No Bid	No Bid	No Bid	No Bid	No Bid
35x24	12	No Bid	No Bid	No Bid	No Bid	No Bid
42x29	12	No Bid	No Bid	No Bid	No Bid	No Bid
49x33	12	No Bid	No Bid	No Bid	No Bid	\$65.56
57x38	12	No Bid	No Bid	No Bid	No Bid	\$75.29
64x43	12	No Bid	No Bid	No Bid	No Bid	\$94.25
71x47	12	No Bid	No Bid	No Bid	No Bid	\$104.78
77x52	12	No Bid	No Bid	No Bid	No Bid	No Bid
42x29	10	No Bid	No Bid	No Bid	No Bid	No Bid
49x33	10	No Bid	No Bid	No Bid	No Bid	No Bid
57x38	10	No Bid	No Bid	No Bid	No Bid	No Bid
64x43	10	No Bid	No Bid	No Bid	No Bid	No Bid
71x47	10	No Bid	No Bid	No Bid	No Bid	\$128.15
77x52	10	No Bid	No Bid	No Bid	No Bid	\$140.99
83x57	10	No Bid	No Bid	No Bid	No Bid	\$154.13
57x 38	8	No Bid	No Bid	No Bid	No Bid	No Bid
64x43	8	No Bid	No Bid	No Bid	No Bid	No Bid
71x47	8	No Bid	No Bid	No Bid	No Bid	No Bid
77x52	8	No Bid	No Bid	No Bid	No Bid	No Bid
83x57	8	No Bid	No Bid	No Bid	No Bid	No Bid

Corrugated Metal Culvert Pipe (5" x 1" Corrugation)

36	16	No Bid	No Bid	No Bid	No Bid	No Bid
42	16	No Bid	No Bid	No Bid	No Bid	No Bid
48	16	No Bid	No Bid	No Bid	No Bid	No Bid
54	16	No Bid	No Bid	No Bid	No Bid	No Bid
60	16	No Bid	No Bid	No Bid	No Bid	No Bid
66	16	No Bid	No Bid	No Bid	No Bid	No Bid
72	16	No Bid	No Bid	No Bid	No Bid	No Bid
78	16	No Bid	No Bid	No Bid	No Bid	No Bid
84	16	No Bid	No Bid	No Bid	No Bid	No Bid
96	16	No Bid	No Bid	No Bid	No Bid	No Bid
36	14	No Bid	No Bid	No Bid	No Bid	No Bid
42	14	No Bid	No Bid	No Bid	No Bid	No Bid
48	14	No Bid	No Bid	No Bid	No Bid	No Bid
54	14	No Bid	No Bid	No Bid	No Bid	No Bid
60	14	No Bid	No Bid	No Bid	No Bid	No Bid
66	14	No Bid	No Bid	No Bid	No Bid	No Bid
72	14	No Bid	No Bid	No Bid	No Bid	No Bid

78	14	No Bid	No Bid	No Bid	No Bid	No Bid
84	14	No Bid	No Bid	No Bid	No Bid	No Bid
90	14	No Bid	No Bid	No Bid	No Bid	No Bid
96	14	No Bid	No Bid	No Bid	No Bid	No Bid
36	12	No Bid	No Bid	No Bid	No Bid	No Bid
42	12	No Bid	No Bid	No Bid	No Bid	No Bid
48	12	No Bid	No Bid	No Bid	No Bid	No Bid
54	12	No Bid	No Bid	No Bid	No Bid	No Bid
60	12	No Bid	No Bid	No Bid	No Bid	No Bid
66	12	No Bid	No Bid	No Bid	No Bid	No Bid
72	12	No Bid	No Bid	No Bid	No Bid	No Bid
78	12	No Bid	No Bid	No Bid	No Bid	No Bid
84	12	No Bid	No Bid	No Bid	No Bid	No Bid
90	12	No Bid	No Bid	No Bid	No Bid	No Bid
96	12	No Bid	No Bid	No Bid	No Bid	No Bid
102	12	No Bid	No Bid	No Bid	No Bid	No Bid
108	12	No Bid	No Bid	No Bid	No Bid	No Bid
114	12	No Bid	No Bid	No Bid	No Bid	No Bid
120	12	No Bid	No Bid	No Bid	No Bid	No Bid
48	10	No Bid	No Bid	No Bid	No Bid	No Bid
54	10	No Bid	No Bid	No Bid	No Bid	No Bid
60	10	No Bid	No Bid	No Bid	No Bid	No Bid
66	10	No Bid	No Bid	No Bid	No Bid	No Bid
72	10	No Bid	No Bid	No Bid	No Bid	No Bid
78	10	No Bid	No Bid	No Bid	No Bid	No Bid
84	10	No Bid	No Bid	No Bid	No Bid	No Bid
90	10	No Bid	No Bid	No Bid	No Bid	No Bid
96	10	No Bid	No Bid	No Bid	No Bid	No Bid
102	10	No Bid	No Bid	No Bid	No Bid	No Bid
108	10	No Bid	No Bid	No Bid	No Bid	No Bid
114	10	No Bid	No Bid	No Bid	No Bid	No Bid
120	10	No Bid	No Bid	No Bid	No Bid	No Bid
126	10	No Bid	No Bid	No Bid	No Bid	No Bid
132	10	No Bid	No Bid	No Bid	No Bid	No Bid
138	10	No Bid	No Bid	No Bid	No Bid	No Bid
144	10	No Bid	No Bid	No Bid	No Bid	No Bid
60	8	No Bid	No Bid	No Bid	No Bid	No Bid
66	8	No Bid	No Bid	No Bid	No Bid	No Bid
72	8	No Bid	No Bid	No Bid	No Bid	No Bid
78	8	No Bid	No Bid	No Bid	No Bid	No Bid

84	8	No Bid	No Bid	No Bid	No Bid	No Bid
90	8	No Bid	No Bid	No Bid	No Bid	No Bid
96	8	No Bid	No Bid	No Bid	No Bid	No Bid
102	8	No Bid	No Bid	No Bid	No Bid	No Bid
108	8	No Bid	No Bid	No Bid	No Bid	No Bid
114	8	No Bid	No Bid	No Bid	No Bid	No Bid
120	8	No Bid	No Bid	No Bid	No Bid	No Bid
40x31	16	No Bid	No Bid	No Bid	No Bid	No Bid
46x36	16	No Bid	No Bid	No Bid	No Bid	No Bid
53x41	16	No Bid	No Bid	No Bid	No Bid	No Bid
60x46	16	No Bid	No Bid	No Bid	No Bid	No Bid
66x51	16	No Bid	No Bid	No Bid	No Bid	No Bid
73x55	16	No Bid	No Bid	No Bid	No Bid	No Bid
81x59	16	No Bid	No Bid	No Bid	No Bid	No Bid
87x63	16	No Bid	No Bid	No Bid	No Bid	No Bid
95x64	16	No Bid	No Bid	No Bid	No Bid	No Bid
103x71	16	No Bid	No Bid	No Bid	No Bid	No Bid
112x75	16	No Bid	No Bid	No Bid	No Bid	No Bid
40x31	14	No Bid	No Bid	No Bid	No Bid	No Bid
46x36	14	No Bid	No Bid	No Bid	No Bid	No Bid
53x41	14	No Bid	No Bid	No Bid	No Bid	No Bid
60x46	14	No Bid	No Bid	No Bid	No Bid	No Bid
66x51	14	No Bid	No Bid	No Bid	No Bid	No Bid
73x55	14	No Bid	No Bid	No Bid	No Bid	No Bid
81x59	14	No Bid	No Bid	No Bid	No Bid	No Bid
87x63	14	No Bid	No Bid	No Bid	No Bid	No Bid
95x67	14	No Bid	No Bid	No Bid	No Bid	No Bid
103x71	14	No Bid	No Bid	No Bid	No Bid	No Bid
112x75	14	No Bid	No Bid	No Bid	No Bid	No Bid
53x41	12	No Bid	No Bid	No Bid	No Bid	No Bid
60x46	12	No Bid	No Bid	No Bid	No Bid	No Bid
66x51	12	No Bid	No Bid	No Bid	No Bid	No Bid
73x55	12	No Bid	No Bid	No Bid	No Bid	No Bid
81x59	12	No Bid	No Bid	No Bid	No Bid	No Bid
87x63	12	No Bid	No Bid	No Bid	No Bid	No Bid
95x67	12	No Bid	No Bid	No Bid	No Bid	No Bid
103x71	12	No Bid	No Bid	No Bid	No Bid	No Bid
112x75	12	No Bid	No Bid	No Bid	No Bid	No Bid
117x79	12	No Bid	No Bid	No Bid	No Bid	No Bid
128x83	12	No Bid	No Bid	No Bid	No Bid	No Bid

137x87	12	No Bid	No Bid	No Bid	No Bid	No Bid
142x91	12	No Bid	No Bid	No Bid	No Bid	No Bid
81x59	10	No Bid	No Bid	No Bid	No Bid	No Bid
87x63	10	No Bid	No Bid	No Bid	No Bid	No Bid
95x67	10	No Bid	No Bid	No Bid	No Bid	No Bid
103x71	10	No Bid	No Bid	No Bid	No Bid	No Bid
112x75	10	No Bid	No Bid	No Bid	No Bid	No Bid
117x79	10	No Bid	No Bid	No Bid	No Bid	No Bid
128x83	10	No Bid	No Bid	No Bid	No Bid	No Bid
137x87	10	No Bid	No Bid	No Bid	No Bid	No Bid
142x91	10	No Bid	No Bid	No Bid	No Bid	No Bid
66x51	8	No Bid	No Bid	No Bid	No Bid	No Bid
73x55	8	No Bid	No Bid	No Bid	No Bid	No Bid
81x59	8	No Bid	No Bid	No Bid	No Bid	No Bid
87x63	8	No Bid	No Bid	No Bid	No Bid	No Bid
95x64	8	No Bid	No Bid	No Bid	No Bid	No Bid
103x71	8	No Bid	No Bid	No Bid	No Bid	No Bid
112x75	8	No Bid	No Bid	No Bid	No Bid	No Bid
117x79	8	No Bid	No Bid	No Bid	No Bid	No Bid
128x83	8	No Bid	No Bid	No Bid	No Bid	No Bid
137x87	8	No Bid	No Bid	No Bid	No Bid	No Bid
142x91	8	No Bid	No Bid	No Bid	No Bid	No Bid

EXCEPTIONS:

Gulf Atlantic Culvert is not registered with the Alabama Secretary of State, and did not include a bid bond as was required in the bid specifications.



Baldwin County Commission

Agenda Action Form

File #: 20-0710, **Version:** 1

Item #: B5

Meeting Type: BCC Work Session

Meeting Date: 2/11/2020

Item Status: New

From: Wanda Gautney, Purchasing Director/Junius Long, Facilities Maintenance Coordinator

Submitted by: Loren Lucas, Assistant Purchasing Director

ITEM TITLE

Competitive Bid #WG20-16 - Purchase and Installation of HVAC Controls for Various County Buildings

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 HVAC controls for various County buildings for the Baldwin County Commission; 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 Facilities Maintenance Coordinator, Junius Long, has requested that a competitive bid be placed for the purchase and installation of HVAC controls for various county buildings. Recommend the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 02/18/2020

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 #WG20-16 SPECIFICATIONS

The 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. All workmen and equipment shall be furnished by the Contractor.

Bidder shall provide an all-inclusive, lump sum, price as indicated on the Bid Response Form. The price shall include all applicable charges, including but not limited to all materials, labor, warranties, and incidentals.

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

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.

BID RESPONSE FORM

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

WARRANTY

Manufacturer shall warrant all equipment and material of its manufacturer against defects in workmanship and material. Bidders shall submit a copy of the manufacturer's standard warranty along with a complete explanation of the warranty with their bid. Bidder also agrees to provide with the bid comprehensive service for a period of (3) three years following completion of the installations.

DELIVERY

Delivery shall be as soon as possible after the receipt of order but no more than **ninety (90) days**. Lead time shall play a large part of the bid award but will not be the only determining factor.

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.

CONTRACTORS AND SUBCONTRACTORS AND INSURANCE

The Contractor shall not commence work under this contract until all the required insurance has been obtained by Contractor and 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

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. Insurance shall be contractual general liability \$500,000.00 per occurrence bodily injury and property damage; \$5,000 per person medical payments or medical expense; \$500,000.00 per occurrence bodily injury and property damage; \$5,000 per person medical payments or medical expense; \$500,000.00 personal and advertising injury; \$50,000.00 fire damage (any one firm); \$1,000,000.00. 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 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 \$1,000,000.00 per occurrence bodily injury and property damage, \$1,000,000.00 aggregate.

HOLD HARMLESS PROVISION

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.

SUBCONTRACTOR'S PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE

The Contractor shall require each of his Subcontractors 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.

SAFETY STANDARDS AND ACCIDENT PREVENTION

With respect to all work performed under this Contract, the Contractor shall: Comply with the safety standards provisions of applicable laws, building and construction codes as required by the Associated General Contractors of America, and the requirements of OSHA (Occupational Safety and Health Act). Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property. The Contractor shall furnish and maintain sufficient and adequate danger signals, lights, barriers, etc., as necessary to prevent accidents and to protect the work site. These items are Considered incidental and are considered as part of the Contract.

TIME OF COMPLETION

Projects must be completed within **NINETY (90) days** of notification to proceed. Project shall be complete after receipt of Manufacturer's Warranty.

SITE INSPECTION

On-site inspection is required by each bidder. To schedule the on-site inspection please contact Wanda Gautney, Purchasing Director, at (251) 580-2520.

GENERAL SCOPE OF WORK

PART 1 GENERAL

1.1 SUMMARY

- A. The following County buildings utilize existing Honeywell DDC controls. Said controls are to be integrated into the new Honeywell WEBS N4 Supervisor without any 3rd part devices or drivers.

- Bay Minette Courthouse
 - Baldwin County Central Annex I
 - Baldwin County Central Annex II
 - Foley Satellite Courthouse
 - Fairhope Satellite Courthouse
- B. The bidder shall furnish all labor, materials, equipment, and service necessary for a complete and operating Temperature Control System (TCS) and Facility Management system (FMCS), utilizing Direct Digital Controls as described herein.
- C. All labor, material, equipment and software not specifically referred to herein or on the plans, that is required to meet the functional intent of this specification, shall be provided without additional cost to the COUNTY.
- D. The COUNTY shall be the named license holder of all software associated with any and all incremental work on the project(s).
- E. Work to be performed during standard business hours 8:00 a.m. – 4:30 p.m., Monday through Friday.

1.2 SYSTEM DESCRIPTION

- A. The entire Temperature Control System (TCS) shall be comprised of a network of interoperable, stand-alone digital controllers communicating via LonMark™/LonTalk™ and/or BACnet™ communication protocols to a Network Area Controller (NAC). **A Niagara Tridium based WEBS N4 system manufactured by Honeywell International shall be provided and installed by a Honeywell Authorized Controls Integrator (ACI) that has been an ACI for at least 8 years and is located within 60 miles of the Bay Minette county office. The ACI shall have at least 3 certified Niagara 4 trained control specialists in their employment for installation and warranty service after the warranty period has expired.** It is in the best interest of the COUNTY to have a consistent service provider and spare parts for each item of its building during construction, warranty and after warranty periods. Certification of Tridium training by at least 3 employees must be provided at the submittal phase if requested.
- B. The Facility Management and Control System (FMCS) shall be comprised of Network Area Controller or Controllers (NAC) within each facility. The NAC shall connect to the COUNTY's local or wide area network, depending on configuration. Access to the system, either locally in each building, or remotely from a central site or sites, shall be accomplished through standard Web browsers, via the Internet and/or local area network by accessing the **Honeywell WEBS N4 Supervisor that is to be provided within this quote.** Each NAC

shall communicate to LonMark™/LonTalk™ (IDC) and/or BACnet™ (IBC) controllers and other open protocol systems/devices provided under Division 15 or Division 16.

- C. The Facility Management and Control System (FMCS) as provided in this Division shall be based on a hierarchical architecture incorporating the Niagara N4 Framework™. DDC controls shall be as manufactured by Honeywell International.
- D. The following buildings shall have the existing Honeywell DDC controls integrated into the new Honeywell WEBS N4 Supervisor without any 3rd party devices or drivers. 100% integration is the responsibility of the bidder to meet the requirements of this bid. **Each** new JACE controller shall be provided with a 3 year software maintenance agreement.
 - Bay Minette Courthouse
 - Baldwin County Central Annex I
 - Baldwin County Central Annex II
 - Foley Satellite Courthouse
 - Fairhope Satellite Courthouse
- E. The Facility Management and Control System (FMCS) shall provide full graphic software capable of complete system operation for up to 34 simultaneous Thin-Client workstations.
- F. The Facility Management and Control System (FMCS) shall provide full graphic operator interface to include the following graphics as a minimum:
 - 1. Home page to include a minimum of six critical points, i.e. Outside Air Temperature, Outside Air Relative Humidity, Enthalpy, KWH, KW etc.
 - 2. Graphic floor plans accurately depicting rooms, walls, hallways, and showing accurate locations of space sensors and major mechanical equipment.
 - 3. Detail graphics for each mechanical system to include; AHUs (Air Handling Units), ERUs (Energy Recovery Units), TUs (Terminal Units), EFs (Exhaust Fans), Chillers and associated controls, Boilers, and Converters as a minimum.
 - 4. Access corresponding system drawings, technical literature, and sequences of operations directly from each system graphic.
- G. The Facility Management and Control System (FMCS) shall provide the following data links to electronically formatted information for operator access and use.

1. Project control as-built documentation; to include all TCS drawings and diagrams converted to Adobe Acrobat .pdf filers.
2. TCS Bill of Material for each system, i.e. AHU, RTU, FCU, Boiler etc.
3. Technical literature specification data sheets for all components listed in the TCS Bill of Material.
4. Sequence of operation for all TCS provided systems.

1.3 SUBMITTAL

- A. Four copies of shop drawings of the components and devices for the entire control system shall be submitted and shall consist of a complete list of equipment and materials, including manufacturers catalog data sheets and installation instructions for all controllers, valves, dampers, sensors, routers, etc. Shop drawings shall also contain complete wiring and schematic diagrams, software descriptions, calculations, and any other details required to demonstrate that the system has been coordinated and will properly function as a system. Terminal identification for all control wiring shall be shown on the shop drawings.
- B. Submittal shall also include a trunk cable schematic diagram depicting operator workstations, control panel locations and a description of the communication type, media, and protocol. Though the Division 15 and 16 contractors shall provide these diagrams for their portions of work, the Systems Integrator shall be responsible for integrating those diagrams into the overall trunk cable schematic diagrams for the entire Wide Area Network (WAN) and/or Local Area Network (LAN) utilized by the FMCS.
 1. The network infrastructure shall conform to the published guidelines for wire type, length, number of nodes per channel, termination, and other relevant wiring and infrastructure criteria as published. The number of nodes per channel shall be no more than 85% of the defined segment (logical or physical) limit in order to provide future system expansion with minimal infrastructure modifications.
- C. Upon completion of the work, provide a complete set of 'as-built' drawings and application software on compact disk. Drawings shall be provided as AutoCAD™ or Visio™ compatible files. Four copies of the 'as-built' drawings shall be provided in addition to the documents on compact disk.

1.4 SPECIFICATION NOMENCLATURE

- A. Acronyms used in this specification are as follows:

DDC	Direct Digital Controls
FMCS	Facility Management and Control System
GUI	Graphical User Interface

IBC	Interoperable BACnet Controller
IDC	Interoperable Digital Controller
LAN	Local Area Network
NAC	Network Area Controller
OOT	Object Oriented Technology
PICS	Product Interoperability Compliance Statement
PMI	Power Measurement Interface
POT	Portable Operator's Terminal
TCS	Temperature Control System
WAN	Wide Area Network
WBI	Web Browser Interface

1.5 DIVISION OF WORK

- A. This contractor shall be responsible for all controllers (IDC and IBC), control devices, control panels, controller programming, controller programming software, controller input/output and power wiring and controller network wiring.
- B. This contractor shall be responsible for the Network Area Controller(s) (NAC), software and programming of the NAC, graphical user interface software (GUI), development of all graphical screens, Web browser pages, setup of schedules, logs and alarms, LonWorks network management and connection of the NAC to the local or wide area network.

1.6 RELATED WORK

- A. Electrical:
 - 1. Power wiring and its conduit if required shall be provided in this bid.

1.7 AGENCY AND CODE APPROVALS

- A. All products of the TCS and FMCS shall be provided with the following agency approvals. Verification that the approvals exist for all submitted products shall be provided with the submittal package. Systems or products not currently offering the following approvals are not acceptable.
 - 1. UL-916; Energy Management Systems
 - 2. C-UL listed to Canadian Standards Association C22.2 No. 205-M1983 "signal Equipment"
 - 3. CE
 - 4. FCC, Part 15, Subpart J, Class A Computing Devices

1.8 SOFTWARE LICENSE AGREEMENT

- A. The COUNTY shall agree to the manufacturer's standard software and firmware licensing agreement as a condition of this contract. Such license shall grant use of all programs and application software to COUNTY as defined by the manufacturer's license agreement, but shall protect manufacturer's rights to disclosure of trade secrets contained within such software.
- B. The COUNTY shall be the named license holder of all software associated with any and all incremental work on the project(s). In addition, the COUNTY shall receive ownership of all job specific configuration documentation, data files, and application-level software developed for the project. This shall include all custom, job specific software code and documentation for all configuration and programming that is generated for a given project and/or configured for use with the NAC, FMCS, and any related LAN / WAN / Intranet and Internet connected routers and devices. Any and all required IDs and passwords for access to any component or software program shall be provided to the COUNTY.
- C. The COUNTY, or his appointed agent, shall receive ownership of all job specific software configuration documentation, data files, and application-level software developed for the project. This shall include all custom, job specific software code and documentation for all configuration and programming that is generated for a given project and /or configured for use within Niagara AX Framework (Niagara) based controllers and/or servers and any related LAN / WAN / Intranet and all connected routers and devices.

PART 2 MATERIALS

2.1 GENERAL

- A. The Temperature Control System (TCS) and Facility Management Control System (FMCS) shall be comprised of a network of interoperable, stand-alone digital controllers, a computer system, graphical user interface software, printers, network devices, valves, dampers, sensors, and other devices as specified herein.
- B. The installed system shall provide secure password access to all features, functions and data contained in the overall FMCS.

2.2 ACCEPTABLE MANUFACTURERS

Basis-of-Design: Niagara Tridium Web based system. Approved equipment suppliers are Honeywell International

OPEN, INTEROPERABLE, INTEGRATED ARCHITECTURES

- A. The intent of this specification is to provide a peer-to-peer networked, stand-alone, distributed control system with the capability to integrate ANSI/ASHRAE Standard 135-2001 BACnet™, LonWorks™ technology, MODBUS™, OPC, and other open and proprietary communication protocols into one open, interoperable system.

- B. The supplied computer software shall employ object-oriented technology (OOT) for representation of all data and control devices within the system. In addition, adherence to industry standards including ANSI / ASHRAE™ Standard 135-2001, BACnet and LonMark to assure interoperability between all system components is required. For each LonWorks device that does not have LonMark certification, the device supplier must provide an XIF file and a resource file for the device. For each BACnet device, the device supplier must provide a PICS document showing the installed device's compliance level. Minimum compliance is Level 3; with the ability to support data read and write functionality. Physical connection of BACnet devices shall be via Ethernet (BACnet Ethernet/IP,) and/or RS-485 (BACnet MSTP) as specified.
- C. All components and controllers supplied under this Division shall be true "peer-to-peer" communicating devices. Components or controllers requiring "polling" by a host to pass data shall not be acceptable.
- D. The supplied system must incorporate the ability to access all data using standard Web browsers without requiring proprietary operator interface and configuration programs. Systems requiring proprietary database and user interface programs shall not be acceptable.
- E. A hierarchical topology is required to assure reasonable system response times and to manage the flow and sharing of data without unduly burdening the customer's internal Intranet network. Systems employing a "flat" single tiered architecture shall not be acceptable.
 - 1. Maximum acceptable response time from any alarm occurrence (at the point of origin) to the point of annunciation shall not exceed 5 seconds for local network connected user interfaces.
 - 2. Maximum acceptable response time from any alarm occurrence (at the point of origin) to the point of annunciation shall not exceed 60 seconds for remote or dial-up connected user interfaces.

2.3 NETWORKS

- A. The Local Area Network (LAN) shall be a 100 Megabit/sec Ethernet network supporting BACnet, Java, XML, HTTP, and SOAP for maximum flexibility for integration of building data with enterprise information systems and providing support for multiple Network Area Controllers (NACs), user workstations and, if specified, a local server.
- B. Local area network minimum physical and media access requirements:
 - 1. Ethernet; IEEE standard 802.3
 - 2. Cable; 100 Base-T, UTP-8 wire, category 5
 - 3. Minimum throughput; 100 Mbps.

BID #WG20-16 RESPONSE FORM

Purchase & Installation of HVAC Controls for Various County Buildings

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: _____

All-inclusive total amount bid per building including but not limited to all materials, labor, incidentals and service agreement for year 1:

Bay Minette Courthouse _____

Baldwin County Central Annex I _____

Baldwin County Central Annex II _____

Foley Satellite Courthouse _____

Fairhope Satellite Courthouse _____

Service Agreement - Year 2 _____

Service Agreement - Year 3 _____

TOTAL _____

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 COUNTY 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 #WG20-16**”, the same being expressly incorporated herein by reference, and without limitation will encompass:

“Competitive Bid #WG20-16 – Purchase & Installation of HVAC Controls for Various County Buildings”

- 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 not more than ninety (90) days after the Notice to Proceed is given or upon a written notification thereof received by either party within the required ten (10) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

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

XXIV. Indemnification. 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 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.

SIGNATURE & NOTARY PAGE TO FOLLOW

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

COUNTY

ATTEST:

BILLIE JO UNDERWOOD / Date
Chairman

WAYNE DYESS / Date
County Administrator

State of Alabama)

County of Baldwin)

I, _____ Notary Public in and for said County, in said State, hereby certify that, Billie Jo Underwood., whose name as Chairman of Baldwin County Commission, and Wayne Dyess, whose name as County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

Given under my hand and official seal, this the day of _____, 2020.

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 _____, 2020.

Notary Public
My Commission Expires



Baldwin County Commission

Agenda Action Form

File #: 20-0685, **Version:** 1

Item #: B6

Meeting Type: BCC Work Session

Meeting Date: 2/11/2020

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 #WG20-17 - Provision of Erosion Control Materials 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 Erosion Control Materials; 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 erosion control materials.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 02/18/2020

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 #WG20-17 SPECIFICATIONS

These specifications shall be construed as minimum. Should manufacturer's current published data or specifications exceed these, such standards shall be considered minimum and furnished.

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

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

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

BID RESPONSE FORM

Each supplier should use the Response Form provided for their bid. Exceptions are to be attached to the back of the Response Form. The Bid Guarantee should be attached to the front of the Response Form. Each supplier should complete the Certification of Lobbying in the bid specifications and return with your Bid Response Form. Title 43 CFR Sec. 18 can be downloaded from the County website

www.baldwincountyal.gov

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

DELIVERY

Delivery as soon as possible, but not more than ten (10) business days after receipt of order, **unless noted otherwise.**

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

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.

AWARD

The bid will be awarded to the lowest responsible bidder complying with the conditions of the bid invitation provided that said bid is reasonable and is in the best interest of Baldwin County. In addition to the lowest responsible bidder for the provision of Solid Sod, a secondary vendor will be awarded to next lowest responsible bidder. 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.

LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable federal and 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.

LEGAL COMPLIANCE

The Contractor shall at all times comply with all applicable federal, state, local and municipal laws and regulations, including but not limited to Title 43 CFR Sec. 12.76 paragraphs (b) through (i); Title 43 CFR Sec. 18 (Lobbying).

BUY AMERICAN REQUIREMENTS

The Contractor acknowledges to and for the benefit of Baldwin County Commission of the State of Alabama that it understands that some of the goods and services under this Agreement may be funded with **federal monies** made available by the U. S. Department of the Interior - Coastal Impact Assistance Program (CIAP) and such laws contains provision commonly known as “Buy American” that requires all of the iron, steel and manufactured goods used in the project be produced in the United States (“Buy American Requirements”), including iron, steel, and manufactured goods provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Baldwin County Commission that (a) the Contractor has reviewed and understands the Buy American Requirements, (b) all of the iron, steel, and manufactured goods used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification, or assurance of compliance with this paragraph, or information necessary to support a waiver of the Buy American Requirements, as may be requested by the County. As such, all products furnished by the CONTRACTOR under this contract must comply with, without limitations, the “Buy American” provisions of Title 43 CFR Sec. 12.700 through 12.830 U. S. Department of Interior.

BID # WG20-17 SPECIFICATIONS
Solid Sod

Baldwin County requests bids for the provision of Solid Sod in accordance with Section 860.05 of the State of Alabama Highway Department Standard Specifications for Highway Construction, latest edition.

Bidders shall provide bids for the various types of sod they can supply on the Bid Response Form. The County requests bids for block sod, mini rolls and 30" rolls of sod. Bidders shall provide the cost per square yard for sod delivered by the bidder to various Baldwin County locations and the cost per square yard for sod picked up by the County at the supplier's place of business. Specify location for County pickup.

Copies of all sales order tickets shall be attached to invoices and mailed with a monthly statement to the Baldwin County Commission, Accounts Payable, 312 Courthouse Square, Suite 11, Bay Minette, Alabama, 36507, in order for invoices to be paid. The total amount of materials and the cost per square yard shown on invoices and sales tickets shall match and the cost per square yard shall be the same as listed on the Award Listing.

Delivery should be made as soon as possible, **but not more than (24) hours after receipt of order.**

In the event that the awarded bidders Facility is not open for business or cannot deliver the amount of material needed on the day of the order, the County at their sole discretion, may choose to pick up, or have delivered the material from the secondary awarded bidder thus becoming the prime supplier for that day. This will be noted by a notation being placed at the bottom of the request for materials by the County Representative that has contacted the awarded bidder, by doing so the County will not violate the Bid Specifications. This in no way relieves the bidder from delivering the materials to the County.

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

Prices bid shall be applicable for Sod to be ordered between **April 7, 2020 and April 7, 2021.**

BID #WG20-17 RESPONSE FORM
Solid Sod

Date:_____

Company Name_____

Address_____

Phone Number ()_____

Fax Number ()_____

Email: _____

Authorized Signature_____

(please print or type Name)

Position_____

Location for County to Pickup Sod_____

Sod Type	Cuts	Price per Sq Yard Delivered to Various Baldwin County Locations	Price per Sq Yard Picked up by Baldwin County Vehicle
Centipede	Block	_____	_____
Centipede	Mini Rolls	_____	_____
Centipede	30" Rolls	_____	_____
Bermuda/Tifton	Block	_____	_____
Bermuda/Tifton	Mini Rolls	_____	_____
Bermuda/Tifton	30" Rolls	_____	_____
Celebrations Bermuda	Block	_____	_____
Celebrations Bermuda	Mini Rolls	_____	_____
Celebrations Bermuda	30" Rolls	_____	_____
St. Augustine	Block	_____	_____
St. Augustine	Mini Rolls	_____	_____
St. Augustine	30" Rolls	_____	_____

BID # WG20-17 SPECIFICATIONS

Grass Seeds

Grass Seeds shall be in accordance with Section 860.01 of the State of Alabama Highway Department Standard Specifications for Highway Construction, latest edition.

Seeds shall be certified by an Official Seed Certifying Agency. Seeds shall have been tested within nine months prior to use. Each kind of seed shall be separately packed and delivered in a seed-tight bag. Each bag shall bear a tag or label bearing the seal of the Official Seed Certifying Agency. The analysis of the seed (% pure seed, % germination, date tested, etc.) shall be attached to each bag.

Bidders shall provide cost per pound of grass seed delivered by the bidder (including shipping cost) to various Baldwin County locations and the cost per pound of grass seed picked up by the County at the supplier's place of business. The County Engineer or his designee will factor in the supply location in determining the low bidder for grass seed picked-up. A per-road mile truck operating cost will be multiplied times the road miles of the best route between the supply location and each "**Maintenance Area**" for all material picked up by Baldwin County. Specify location for County pickup.

Bid prices shall be applicable for Grass Seeds to be ordered between **April 7, 2020 and April 7, 2021**.

BID #WG20-17 RESPONSE FORM**Grass Seeds**

Date: _____

Company Name _____

Address _____

Phone Number () _____

Fax Number () _____

Email: _____

Authorized Signature _____

(please print or type Name)

Title _____

Location for County to Pickup Grass Seeds

Area 100

<u>Seed Type</u>	<u>Price per Pound Delivered to Various Baldwin County Locations</u>	<u>Price per Pound Picked up by Baldwin County</u>
<u>Annual Ryegrass</u>	_____/lb	_____/lb
<u>Tall Fescue</u>	_____/lb	_____/lb
<u>Crimson Clover</u>	_____/lb	_____/lb
<u>Brown Top Millet</u>	_____/lb	_____/lb
<u>Unhulled Bermuda Grass</u>	_____/lb	_____/lb
<u>Hulled Bermuda Grass</u>	_____/lb	_____/lb
<u>Pensacola Bahia Grass</u>	_____/lb	_____/lb
<u>Centipede</u>	_____/lb	_____/lb
<u>Kentucky 31 Fescue</u>	_____/lb	_____/lb
<u>Weeping Lovegrass</u>	_____/lb	_____/lb
<u>Annual Lespedeza (Kobe)</u>	_____/lb	_____/lb

PreMix Summer Seed Blend

_____ /lb _____/lb

Crimson Clover 4.75%Brown Top Millet 19%Hulled Bermuda Grass 5%Pensacola Bahia Grass 16%Kentucky 31 Fescue 48%Annual Lespedeza (Kobe) 2%**PreMix Winter Seed Blend**

_____ /lb _____/lb

Crimson Clover 9%Gulf Rye 13%Unhulled Bermuda Grass 9%Pensacola Bahia Grass 9%Kentucky 31 Fescue 50%**Area 200**

Seed Type	Price per Pound Delivered to Various Baldwin County Locations	Price per Pound Picked up by Baldwin County
<u>Annual Ryegrass</u>	_____ /lb	_____ /lb
<u>Tall Fescue</u>	_____ /lb	_____ /lb
<u>Crimson Clover</u>	_____ /lb	_____ /lb
<u>Brown Top Millet</u>	_____ /lb	_____ /lb
<u>Unhulled Bermuda Grass</u>	_____ /lb	_____ /lb
<u>Hulled Bermuda Grass</u>	_____ /lb	_____ /lb
<u>Pensacola Bahia Grass</u>	_____ /lb	_____ /lb
<u>Centipede</u>	_____ /lb	_____ /lb
<u>Kentucky 31 Fescue</u>	_____ /lb	_____ /lb
<u>Weeping Lovegrass</u>	_____ /lb	_____ /lb
<u>Annual Lespedeza (Kobe)</u>	_____ /lb	_____ /lb

PreMix Summer Seed Blend

<u>Crimson Clover 4.75%</u>	_____	/lb	_____	/lb
<u>Brown Top Millet 19%</u>				
<u>Hulled Bermuda Grass 5%</u>				
<u>Pensacola Bahia Grass 16%</u>				
<u>Kentucky 31 Fescue 48%</u>				
<u>Annual Lespedeza (Kobe) 2%</u>				

PreMix Winter Seed Blend

<u>Crimson Clover 9%</u>	_____	/lb	_____	/lb
<u>Gulf Rye 13%</u>				
<u>Unhulled Bermuda Grass 9%</u>				
<u>Pensacola Bahia Grass 9%</u>				
<u>Kentucky 31 Fescue 50%</u>				

Area 300

<u>Seed Type</u>	<u>Price per Pound Delivered to Various Baldwin County Locations</u>	<u>Price per Pound Picked up by Baldwin County</u>
<u>Annual Ryegrass</u>	_____ /lb	_____ /lb
<u>Tall Fescue</u>	_____ /lb	_____ /lb
<u>Crimson Clover</u>	_____ /lb	_____ /lb
<u>Brown Top Millet</u>	_____ /lb	_____ /lb
<u>Unhulled Bermuda Grass</u>	_____ /lb	_____ /lb
<u>Hulled Bermuda Grass</u>	_____ /lb	_____ /lb
<u>Pensacola Bahia Grass</u>	_____ /lb	_____ /lb
<u>Centipede</u>	_____ /lb	_____ /lb
<u>Kentucky 31 Fescue</u>	_____ /lb	_____ /lb
<u>Weeping Lovegrass</u>	_____ /lb	_____ /lb
<u>Annual Lespedeza (Kobe)</u>	_____ /lb	_____ /lb

PreMix Summer Seed Blend

Crimson Clover 4.75% _____ /lb _____ /lb

Brown Top Millet 19%

Hulled Bermuda Grass 5%

Pensacola Bahia Grass 16%

Kentucky 31 Fescue 48%

Annual Lespedeza (Kobe) 2%

PreMix Winter Seed Blend

Crimson Clover 9% _____ /lb _____ /lb

Gulf Rye 13%

Unhulled Bermuda Grass 9%

Pensacola Bahia Grass 9%

Kentucky 31 Fescue 50%

BID #WG20-17 SPECIFICATIONS

Fertilizer

Fertilizer shall be in accordance with Section 860.12 of the State of Alabama Highway Department Standard Specifications for Highway Construction, latest edition.

Fertilizer shall be tested by current methods adopted by the Association of Official Agricultural Chemists and shall comply with Alabama Fertilizer Laws, Title 2, Sections 282-300, Alabama Code of 1940 as amended.

Manufactured fertilizer shall be standard commercial products and shall contain not less than the percentages by weight {mass} of the ingredients set out in the following table:

TYPE	Nitrogen N	Phosphorus P₂O₅	Potash K₂O
13-13-13	13	13	13
10-10-10	10	10	10
8-8-8	8	8	8

All fertilizers shall be transported in bags not to exceed 100 pounds.

Agricultural limestone shall be crushed or ground to such a degree of fineness that 90 percent of the material will pass through a 10 {2.00 mm} mesh screen and not less than 50 percent of the material will pass through a 60 {250 µm} mesh screen. All such limestone shall also have a neutralizing value of 90 percent calcium carbonate or better.

Agricultural limestone bought in bulk shall include the rental of a buggy for transporting the material that can be pulled by a truck.

Bidders shall provide cost per pound of fertilizer delivered by the bidder (including shipping cost) to various Baldwin County locations and the cost per pound of fertilizers picked up by the County at the supplier's place of business. Specify location for County pickup.

Bid prices shall be applicable for Fertilizers to be ordered between **April 7, 2020 and April 7, 2021.**

BID #WG20-17 RESPONSE FORM

Fertilizer

Date: _____

Company Name _____

Address _____

Phone Number () _____

Fax Number () _____

Authorized Signature _____

(please print or type Name)

Title _____

Location for County to Pickup Grass Seeds

<u>Fertilizer Type</u>	<u>Price per Pound Delivered to Various Baldwin County Locations</u>	<u>Price per Pound Picked up by Baldwin County</u>
<u>13-13-13</u>	_____/lb	_____/lb
<u>10-10-10</u>	_____/lb	_____/lb
<u>8-8-8</u>	_____/lb	_____/lb
<u>Agricultural Lime (Bag)</u>	_____/lb	_____/lb
<u>Agricultural Lime (Bulk)</u>	_____/ton	_____/ton

BID # WG20-17 SPECIFICATIONS

Silt Fence

Silt Fence shall be in accordance with Section 665.02 (i) of the State of Alabama Highway Department Standard Specifications for Highway Construction, latest edition.

Silt Fence shall meet or exceed these minimum standards as shown below. A list of qualified products can be found on the ALDOT approved list of Qualified Materials in the Materials, Sources & Devices with Special Acceptance Requirements Manual found on **Attachment A**.

Type "A" Silt Fence Kit

Shall meet Alabama Department of Transportation approved specifications for 48" wide

Type "A" silt fence

Provide Alabama Department of Transportation Certification with each shipment

Must be from an approved ALDOT sources list.

1. 34- 5' long painted steel posts with anchor plate for vertical stability
2. 1 - roll of approved geotextile filter fabric
3. 1 - roll of 39" wide 330' long 14 gage steel wire mesh
4. 200 each hog rings used to attach the geotextile fabric to the hog wire
5. 100 each "T" clips used to attach the hog wire to the posts

The components come in a kit form but unassembled.

Type "B" Silt Fence Kit

Shall meet Alabama Department of Transportation approved specifications with following as minimum.

1. 100' long rolls
2. 13 hardwood posts/roll
3. 36" wide
4. 1 ½ " true size posts

C-Flex T Black Mesh Trash Fence

C-Flex T Fence shall meet or exceed these minimum standards as shown below

1. 6' x 330' Dimension
2. Weight: 36 lbs.
3. Polymer Type – Polypropylene, Structure – Quadrangular, Color – Black
4. MD PITCH – Unit inch 2.17, TD PITCH – Unit inch 2.17
5. Tensile Strength 411.2 lbs./ft. per MD Elongation of 15
6. 8' x 330' Dimension
7. Weight: 49 lbs.
8. Polymer Type – Polypropylene, Structure – Quadrangular, Color – Black
9. MD PITCH – Unit inch 2.17, TD PITCH – Unit inch 2.17
10. Tensile Strength 411.2 lbs./ft. per MD Elongation of 15

Wattles/Sediment Logs

A wattle/Sediment Log shall be a tubular shaped product specifically manufactured for erosion and sediment control. It shall be made from interwoven biodegradable plant material such as straw, coir, or wood shavings in biodegradable or photodegradable netting that is of sufficient strength to resist damage during handling, installation and use.

Wattles/Sediment Logs products shall meet or exceed these minimum standards as shown below. A list of qualified products can be found on the ALDOT approved list of Qualified Materials in the Materials, Sources & Devices with Special Acceptance Requirements Manual found on **Attachment B**.

	Wattles		Sediment Logs	
Nominal Diameter	12 in.	20 in.	12 in.	20 in.
Minimum Diameter	11.5 in	19.0 in	11 in	18 in
Length ($\pm 10\%$)	10 ft	10 ft	10 ft	10 ft
Weight ($\pm 10\%$)	30 lb	60 lb	20 lb	30 lb
Density ($\pm 10\%$)	3.80 lb/ft ³	2.75 lb/ft ³	2.54 lb/ft ³	1.38

Bidders shall provide cost per foot of Wattles/Sediment logs delivered by the bidder (including shipping cost) to various Baldwin County locations and the cost per foot of Wattles/Sediment logs picked up by the County at the supplier's place of business. Specify location for County pickup.

Bid prices shall be applicable for Wattles/Sediment logs to be ordered between **April 7, 2020 and April 7, 2021**.

Rolled Erosion Control Products (RECPs)

Erosion Control Blankets shall be in accordance with Section 860.11 of the State of Alabama Highway Department Standard Specifications for Highway Construction, latest edition. Rolled Erosion Control products shall meet or exceed the minimum performance standards as required for ECP's for slope and channel protection. A list of qualified products can be found on the ALDOT approved list of Qualified Materials in the Materials, Sources & Devices with Special Acceptance Requirements Manual found in **Attachment C**.

Bidders shall provide bids for the various types of Rolled Erosion Control Products they can supply on the Bid Response Form for each functional longevity. Bidders shall provide cost per square yd of Rolled Erosion Control Products delivered by the bidder (including shipping cost) to various Baldwin County locations and the cost per square yd of Rolled Erosion Control Products picked up by the County at the supplier's place of business. Specify location for County pickup.

Bid prices shall be applicable for Rolled Erosion Control Products to be ordered between **April 7, 2020 and April 7, 2021**.

Sod Staples

Sod Staples shall be 11-gauge galvanized steel, 6-inch U-shaped staples with 6-inch legs, and 1-inch crown. 1000/Box

Bidders shall provide cost per box of Sod Staples delivered by the bidder (including shipping cost) to various Baldwin County locations and the cost per box of Sod Staples picked up by the County at the supplier's place of business. Specify location for County pickup.

Bid prices shall be applicable for Sod Staples to be ordered between **April 7, 2020 and April 7, 2021**.

Geotextiles (Filter Fabric)

Geotextiles shall be in accordance with Section 810 of the State of Alabama Highway Department Standard Specifications for Highway Construction, latest edition.

Geotextiles shall consist of long-chain synthetic polymers, composed of at least 85 percent by weight polyolefins, polyesters, or polyamids that shall be formed into a network such that the filaments or yarns retain dimensional stability relative to each other.

Geotextiles shall meet or exceed the following minimum values:

Property	Method	Nonwoven 4.0 oz/sy Requirement	Nonwoven 8.0 oz/sy Requirement
Grab Strength (lbs)	ASTM D 4632	90	200
Elongation (%)	ASTM D 4632	50	50
Puncture Strength (lbs)	ASTM D 4833	60	100
Trapezoid Tear (lbs)	ASTM D 4533	40	80
UV Resistance , % Retained	ASTM D 4355	70	70
Permittivity (Sec ⁻¹)	ASTM D 4491	2.00	1.40

Property	Method	Woven Requirement
Grab Strength (lbs)	ASTM D 4632	270
Elongation (%)	ASTM D 4632	15
Puncture Strength (lbs)	ASTM D 4833	100
Trapezoid Tear (lbs)	ASTM D 4533	100
UV Resistance , % Retained	ASTM D 4355	70
Permittivity (Sec ⁻¹)	ASTM D 4491	0.08

Geotextile filter fabric will be purchased by the roll.

Geogrid

Geogrid shall be in accordance with section 243 of the state of Alabama Highway Department standard specifications for highway construction, latest edition. Geogrid shall meet or exceed the minimum performance standards as required for Geosynthetics for slope and soft soil reinforcement. A list of qualified products can be found on the ALDOT approved list of qualified Materials in the Materials, Sources, & Devices with Special Acceptance Requirements Manual.

The applicable test methods required for measuring strength and creep must meet ASTM D 4595, ASTM D 5262 AND ASTM D 6637.

Reinforcement for soil slopes shall be any geosynthetic whose strength in the machine direction equals or exceeds the values shown in the following table:

SOIL SLOPE REINFORCEMENT TYPE	CREEP REDUCED STRENGTH AT A 10 % TOTAL STRAIN LIMIT (minimum) pounds per foot {kN/m}	TEST METHOD *
1	1000 {14.6}	ASTM D 5262
2	2500 {36.5}	
3	3400 {49.6}	
* Ultimate Strength measured in accordance with ASTM D 4595 or D 6637.		

Reinforcement for soft soil stabilization shall be any geosynthetic whose strength equals or exceeds values shown in the following table:

SOFT SOIL STABILIZATION REINFORCEMENT TYPE	ULTIMATE STRENGTH, MACHINE DIRECTION (minimum) pounds per foot {kN/m}	ULTIMATE STRENGTH, CROSS MACHINE DIRECTION (minimum) pounds per foot {kN/m}	STRENGTH AT 5% STRAIN, MACHINE DIRECTION (minimum) pounds per foot {kN/m}	STRENGTH AT 5% STRAIN, CROSS MACHINE DIRECTION (minimum) pounds per foot {kN/m}	TEST METHOD
1	900 {13.1}	900 {13.1}	500 {7.3}	500 {7.3}	ASTM D 6637 ASTM D 4595
2	1300 {19.0}	1300 {19.0}	800 {11.7}	800 {11.7}	
3	2100 {30.7}	2100 {30.7}	1200 {17.5}	1200 {17.5}	

Bidders shall provide a bid for the Geogrid they can supply on the bid response form. Bidders should provide cost per square yard of geogrid delivered by the bidders “including shipping cost” to various county locations and the cost per square yard of Geogrids picked up by the county at the supplier’s place of business. Specify locations for county pick up.

Bid prices shall be applicable for Geogrid to be ordered between **April 7, 2020 and April 7, 2021.**

BID #WG20-17 RESPONSE FORM**Erosion Control Materials**

Date: _____

Company Name _____

Address _____

Phone Number () _____

Fax Number () _____

Email _____

Authorized Signature _____

(Please print or type Name) _____

Title _____

Location for County to Pick up Erosion Control Materials

DELIVERED F.O.B. BALDWIN COUNTY
Description**Price****Product**

Type "A" Silt Fence Kit	\$ _____	L. F.	PD _____
Type "B" Silt Fence Kit	\$ _____	L.F.	PD _____
6' C-Flex T Fencing	\$ _____	L.F.	PD _____
8' C-Flex T Fencing	\$ _____	L.F.	PD _____
Wattles (12 in.)	\$ _____	L.F.	PD _____
Wattles (20 in.)	\$ _____	L.F.	PD _____
Sediment Logs (12 in.)	\$ _____	L.F.	PD _____
Sediment Logs (20 in.)	\$ _____	L.F.	PD _____
Type S3 RECPs- 3 month	\$ _____	S.Y.	PD _____
Type S3 RECPs- 12 month	\$ _____	S.Y.	PD _____
Type S2 RECPs- 12 month	\$ _____	S.Y.	PD _____
Type S1 RECPs- 24 month	\$ _____	S.Y.	PD _____
Type S1 RECPs- 36 month	\$ _____	S.Y.	PD _____
Type S1 RECPs- Perm	\$ _____	S.Y.	PD _____
Type C2 RECPs- 12 month	\$ _____	S.Y.	PD _____
Type C2 RECPs- 24 month	\$ _____	S.Y.	PD _____
Type C2 RECPs- 36 month	\$ _____	S.Y.	PD _____
Type C6 RECPs- Perm	\$ _____	S.Y.	PD _____
Type C10 RECPs- Perm	\$ _____	S.Y.	PD _____
Sod Staples	\$ _____	Box	PD _____
Nonwoven Geotextile 4.0 oz/sy (Filter fabric)	\$ _____	S.Y.	PD _____
Nonwoven Geotextile 8.0 oz/sy (Filter fabric)	\$ _____	S.Y.	PD _____

Woven Geotextile (Filter fabric)	\$ _____	S.Y.	PD _____
Soil Slope Reinforcement Type 1	\$ _____	S.Y.	PD _____
Soil Slope Reinforcement Type 2	\$ _____	S.Y.	PD _____
Soil Slope Reinforcement Type 3	\$ _____	S.Y.	PD _____
Soft Soil Reinforcements Type 1 "Geogrid"	\$ _____	S.Y.	PD _____
Soft Soil Reinforcements Type 2 "Geogrid"	\$ _____	S.Y.	PD _____
Soft Soil Reinforcements Type 3 "Geogrid"	\$ _____	S.Y.	PD _____

PICKUP BY BALDWIN COUNTY

Description

Price

Product

Type "A" Silt Fence Kit	\$ _____	L. F.	PD _____
Type "B" Silt Fence Kit	\$ _____	L.F.	PD _____
C-Flex T Fencing	\$ _____	L.F.	PD _____
Wattles (12 in.)	\$ _____	L.F.	PD _____
Wattles (20 in.)	\$ _____	L.F.	PD _____
Sediment Logs (12 in.)	\$ _____	L.F.	PD _____
Sediment Logs (20 in.)	\$ _____	L.F.	PD _____
Type S3 RECPs- 3 month	\$ _____	S.Y.	PD _____
Type S3 RECPs- 12 month	\$ _____	S.Y.	PD _____
Type S2 RECPs- 12 month	\$ _____	S.Y.	PD _____
Type S1 RECPs- 24 month	\$ _____	S.Y.	PD _____
Type S1 RECPs- 36 month	\$ _____	S.Y.	PD _____
Type S1 RECPs- Perm	\$ _____	S.Y.	PD _____
Type C2 RECPs- 12 month	\$ _____	S.Y.	PD _____
Type C2 RECPs- 24 month	\$ _____	S.Y.	PD _____
Type C2 RECPs- 36 month	\$ _____	S.Y.	PD _____
Type C6 RECPs- Perm	\$ _____	S.Y.	PD _____
Type C10 RECPs- Perm	\$ _____	S.Y.	PD _____
Sod Staples	\$ _____	Box	PD _____
Nonwoven Geotextile 4.0 oz/sy (Filter fabric)	\$ _____	S.Y.	PD _____
Nonwoven Geotextile 8.0 oz/sy (Filter fabric)	\$ _____	S.Y.	PD _____
Woven Geotextile (Filter fabric)	\$ _____	S.Y.	PD _____
Sole Slope Reinforcement Type 1	\$ _____	S.Y.	PD _____
Sole Slope Reinforcement Type 2	\$ _____	S.Y.	PD _____
Sole Slope Reinforcement Type 3	\$ _____	S.Y.	PD _____
Soft Soil Reinforcements Type 1 "Geogrid"	\$ _____	S.Y.	PD _____
Soft Soil Reinforcements Type 2 "Geogrid"	\$ _____	S.Y.	PD _____
Soft Soil Reinforcements Type 3 "Geogrid"	\$ _____	S.Y.	PD _____

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

BID # WG20-17 SPECIFICATIONS

Articulating Concrete Block Mats

Articulating Concrete Block Mats shall be pre-manufactured as an assembly of concrete blocks when connected into mattresses by the use of revetment cables. The individual grid blocks shall consist of a homogeneous mass of consolidated concrete and shall be machined-made by a vibration and compression process, and composed of approved aggregates with a no-slump concrete mix. Cement shall conform to ASTM C 150 (Portland Cement) and Aggregates to ASTM C 33 requirements.

The interlocking Articulating Concrete blocks shall meet the following physical characteristics requirements:

Compressive Strength (min)	3,500 psi @ 28 Days	ASTM C 140
Maximum Water Absorption (lb/ft ³)	9.1	ASTM C 140
Minimum Unit Coverage (ft ²)	1.5	
Percentage Open Area	10-20 %	

Revetment cables shall be galvanized steel cables that exhibit resistance to mild concentrations of acids, alkalis, and solvents. Revetment cables shall extend through two or more tunnels in each block in a manner that provides for binding of the mattresses in both the longitudinal and lateral directions that conform to ASTM D 4268-93 requirements. The cables inserted into the mats shall form lifting loops at one end of the mat with the corresponding cable ends spliced together to form a lifting loop at the other end of the mat. Selection of cable size and fittings shall be made in a manner that insures a safe design factor for mats being lifted from both ends.

Anchors shall be galvanized steel and have a minimum pull resistance of 2,000 pounds.

The cellular concrete mats shall have the ability for fabrication in various lengths and widths.

The bidder shall furnish the manufacturer's certificates of compliance for cellular concrete block mats, revetment cable, and any revetment cable fittings and connectors. The bidder shall also furnish the manufacturer's specifications for placement of cellular concrete block mats.

Bidders shall provide all costs, including freight per square foot of Articulating Concrete Block Mats delivered by the bidder to various Baldwin County locations and the cost excluding freight per square foot of Articulating Concrete Block Mats picked up by the County at the supplier's place of business. Specify location for County pickup.

Bid prices shall be applicable for Articulating Concrete Block Mats to be ordered between **April 7, 2020 and April 7, 2021.**

BID #WG20-17 RESPONSE FORM

Articulating Concrete Block Mats

Date: _____

Company Name _____

Address _____

Phone Number () _____

Fax Number () _____

Email _____

Authorized Signature _____

(Please print or type Name)

Title _____

Location for County to Pick-up Erosion Control Materials

DELIVERED F.O.B. BALDWIN COUNTY

	H x W x L	
Open Cell	4.75 x 15.5 x 17.4	_____ S.F.
Open Cell	6.0 x 15.5 x 17.4	_____ S.F.
Open Cell	8.0 x 15.5 x 17.4	_____ S.F.
Closed Cell	4.75 x 15.5 x 17.4	_____ S.F.
Closed Cell	6.0 x 15.5 x 17.4	_____ S.F.
Closed Cell	8.0 x 15.5 x 17.4	_____ S.F.
Anchors		_____ EA.

PICKUP BY BALDWIN COUNTY

	H x W x L	
Open Cell	4.75 x 15.5 x 17.4	_____ S.F.
Open Cell	6.0 x 15.5 x 17.4	_____ S.F.
Closed Cell	4.75 x 15.5 x 17.4	_____ S.F.
Closed Cell	6.0 x 15.5 x 17.4	_____ S.F.
Anchors		_____ EA.

BID # WG20-17 SPECIFICATIONS

Standard Flexamats – Tied Concrete Block Mats

Flexamat is manufactured from individual concrete blocks tied together with high strength polypropylene biaxial geogrid. Each block is tapered, beveled and interlocked and includes connections that prevent lateral displacement of the blocks within the mats when they are lifted for placement.

Tied Concrete Block Mats shall be Flexamat, manufactured by Motz Enterprises, Inc. or approved equal.

Blocks. Furnish blocks manufactured with concrete conforming to the cement requirements of ASTM C150 and to the aggregate requirements of ASTM C33. Meet a minimum compressive strength of 5,000 psi at 28 days. Furnish blocks that have a minimum weight of 3 lb. per block. Blocks shall be placed no further than 2 in. apart.

Polypropylene Bi-Axial Geogrid. Provide revetment mat that is constructed of a high tenacity, low elongating, and continuous filament polypropylene fibers that is securely cast into and embedded within the base of the concrete blocks and obtains connection strength greater than that of the geogrid. Ensure the geogrid meets the requirements of Table 1:

Polypropylene Bi-Axial Geogrid	
Description	Requirement
UV Stabilization	2% Carbon Black
Ultimate Tensile Strength	2055 lb/lf

The Flexamat shall have the ability for fabrication in various lengths and widths.

The bidder shall furnish the manufacturer's certificates of compliance for Flexamats. The bidder shall also furnish the manufacturer's specifications for placement of Flexamat.

Bidders shall provide all costs, including freight per square foot of Flexamat delivered by the bidder to various Baldwin County locations and the cost excluding freight per square foot of Flexamat picked up by the County at the supplier's place of business. Specify location for County pickup.

Bid prices shall be applicable for Flexamat to be ordered between **April 7, 2020 and April 7, 2021.**

BID #WG20-17 RESPONSE FORM
Standard Flexamats – Tied Concrete Block Mats

Date: _____

Company Name _____

Address _____

Phone Number () _____

Fax Number () _____

Email _____

Authorized Signature _____

(Please print or type Name)

Title _____

Location for County to Pick-up Erosion Control Materials

DELIVERED F.O.B. BALDWIN COUNTY

	L x W	
8' x 30'	_____	S.F.
8' x 40'	_____	S.F.
8' x 50'	_____	S.F.
12' x 30'	_____	S.F.
12' x 40'	_____	S.F.
12' x 50'	_____	S.F.
16' x 30'	_____	S.F.
16' x 40'	_____	S.F.
16' x 50'	_____	S.F.
Anchors	_____	EA.

PICKUP BY BALDWIN COUNTY

	L x W	
8' x 30'	_____	S.F.
8' x 40'	_____	S.F.
8' x 50'	_____	S.F.
12' x 30'	_____	S.F.
12' x 40'	_____	S.F.
12' x 50'	_____	S.F.
16' x 30'	_____	S.F.
16' x 40'	_____	S.F.
16' x 50'	_____	S.F.
CUSTOM SIZE	_____	S.F.
Anchors	_____	EA.



Baldwin County Commission

Agenda Action Form

File #: 20-0691, **Version:** 1

Item #: B7

Meeting Type: BCC Work Session

Meeting Date: 2/11/2020

Item Status: New

From: Wanda Gautney, Purchasing Director; Joey Nunnally, County Engineer; Seth Peterson, Design Engineer

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

STPOA-0042 (537) BCP-0209719 Traffic Light Installation at the Intersection of U.S. Highway 98 and County Road 34 for the Baldwin County Commission

STAFF RECOMMENDATION

Award the bid for STPOA-0042 (537) BCP-0209719 Traffic Light Installation at the Intersection of U.S. Highway 98 and County Road 34 to the lowest bidder with **Bid Additive 1 included, Ingram Signalization, Inc., Bid Amount \$417,400.00**; and authorize the Chairman to execute the Contract.

BACKGROUND INFORMATION

Previous Commission action/date:

10/01/2019 meeting: 1) Approved the Purchasing Director to place a competitive bid for the installation of a traffic signal at the Intersection of County Road 34 (Old Battles Road) and U.S. Highway 98 once plans and contracts are approved by the Alabama Department of Transportation (ALDOT).

Background: Bids were opened in the Purchasing Conference Room on January 14, 2020 at 2:30 p.m. Two (2) bids were received. The lowest bid was received from Ingram Signalization, Inc., in the bid amount of \$417,400.00 with Bid Additive 1 included. The Baldwin County Engineer, Joey Nunnally and the Alabama Department of Transportation (ALDOT) 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 Ingram Signalization, Inc. Bid Tabulation attached.

FINANCIAL IMPACT

Total cost of recommendation: \$417,400.00

Budget line item(s) to be used: 0209719.5150

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

Per the Highway Department, the actual cost to the Commission will be \$6,700. The remainder is to be reimbursed by the Eastern Shore MPO and the City of Fairhope.

LEGAL IMPACT

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

Standard County Construction Contract

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? Yes

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 02/18/2020

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 Contractors

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

January 21, 2020

Baldwin County Commission
312 Courthouse Square
Bay Minette, AL 36507

RE: STPOA-0042(537) BCP 0209719
Traffic Signal Installation at the Intersection of US 98 at CR 34
Safety Improvement Project
Area 200

Dear Commissioners:

My office has thoroughly reviewed the bids taken on January 14, 2020 for the above referenced project. Two (2) bids were received from contractors. Ingram Signalization Inc. was the low bidder with Bid Additive 1 included, in the amount of \$417,400.00

Upon inspection, it was determined that the low bidder had no errors or irregularities in the pricing. 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, Ingram Signalization Inc.

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

Sincerely,


Joey Nunnally, P.E.
COUNTY ENGINEER

JN/js



Kay Ivey
GOVERNOR

ALABAMA DEPARTMENT OF TRANSPORTATION

SOUTHWEST REGION
OFFICE OF REGION ENGINEER
1701 I-65 WEST SERVICE ROAD N
MOBILE, ALABAMA 36618-1109
TELEPHONE: (251) 470-8200
FAX (251) 473-3624



John R. Cooper
TRANSPORTATION DIRECTOR

January 28, 2020

Mr. Joey Nunnally, PE, County Engineer
Baldwin County Highway Department
Post Office Box 220
Silverhill, Alabama 36576

Dear Mr. Nunnally:


Re: **Project No. STPOA-0042(537)**
Traffic Signal Installation at the Intersection of US 98 and CR 34
Baldwin County

My office has reviewed the bid tabs for the above referenced project. ALDOT concurs with your letter of January 27, 2020 to award the project to Ingram Signalization, Inc. Please let me know when the pre-construction conference is scheduled.

If we may be of further assistance, please let us know.

Sincerely,

MATTHEW J. ERICKSEN, P. E., REGION ENGINEER

By: 
Thomas W. Goodman, Jr.
Local Transportation Engineer-Mobile

TWG/

c: Mr. Ed Phillips, P.E.
Mr. Brian Aaron, P.E.
Mr. Don Powell, P.E.
File

BID OPENING: January 14, 2020				STPOA-0042 (537) - BCP 0209719			
Traffic Signal Installation at the Intersection of US 98 at CR 34				INGRAM SIGNALIZATION, INC		BAGBY & RUSSELL ELECTRIC CO. INC	
ITEM NO	ITEM DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE
BASE BID							
600A-000	MOBILIZATION	LUMP SUM	1	\$15,000.00	\$15,000.00	\$ 25,010.00	\$ 25,010.00
652A-010	MULCHING	ACRE	1	\$1,000.00	\$1,000.00	\$ 1,500.00	\$ 1,500.00
652A-100	SEEDING	ACRE	1	\$1,000.00	\$1,000.00	\$ 2,000.00	\$ 2,000.00
730C-000	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT	LUMP SUM	1	\$19,000.00	\$19,000.00	\$ 44,166.00	\$ 44,166.00
730D-040	FURNISHING AND INSTALLING ADAPTIVE TRAFFIC SIGNAL CONTROL SYSTEM (US-98 AT OLD BATTLES ROAD)	LUMP SUM	1	\$49,000.00	\$49,000.00	\$ 54,335.00	\$ 54,335.00
730E-000	METAL TRAFFIC SIGNAL POLE FOUNDATION	EACH	4	\$9,000.00	\$36,000.00	\$ 5,000.00	\$ 20,000.00
730F-000	METAL TRAFFIC SIGNAL POLE WITH (50') MAST ARM ASSEMBLY	EACH	1	\$21,000.00	\$21,000.00	\$ 16,012.00	\$ 16,012.00
730F-001	METAL TRAFFIC SIGNAL POLE WITH (60') MAST ARM ASSEMBLY	EACH	1	\$24,000.00	\$24,000.00	\$ 18,626.00	\$ 18,626.00
730F-002	METAL TRAFFIC SIGNAL POLE WITH (65') MAST ARM ASSEMBLY	EACH	2	\$28,000.00	\$56,000.00	\$ 21,750.00	\$ 43,500.00
730G-003	METAL TRAFFIC SIGNAL STRAIN POLE (PEDESTAL)	EACH	4	\$2,100.00	\$8,400.00	\$ 2,050.00	\$ 8,200.00
730K-000	TRAFFIC SIGNAL JUNCTION BOX	EACH	4	\$500.00	\$2,000.00	\$ 550.00	\$ 2,200.00
730L-002	1" METALLIC CONDUIT	LINEAR FOOT	25	\$6.00	\$150.00	\$ 12.00	\$ 300.00
730L-003	1" NON-METALLIC CONDUIT	LINEAR FOOT	250	\$5.00	\$1,250.00	\$ 6.00	\$ 1,500.00
730L-005	2" NON-METALLIC CONDUIT	LINEAR FOOT	1000	\$6.20	\$6,200.00	\$ 6.00	\$ 6,000.00
730L-007	3" NON-METALLIC CONDUIT	LINEAR FOOT	400	\$7.00	\$2,800.00	\$ 6.50	\$ 2,600.00
730N-000	LUMINAIRE EXTENSION ASSEMBLY, 12'	EACH	4	\$750.00	\$3,000.00	\$ 1,500.00	\$ 6,000.00
730P-022	VEHICULAR SIGNAL HEAD, 12 INCH, 3-SECTION, TYPE LED	EACH	8	\$1,000.00	\$8,000.00	\$ 1,009.50	\$ 8,076.00
730P-023	VEHICULAR SIGNAL HEAD, 12 INCH, 4-SECTION, TYPE LED	EACH	2	\$1,300.00	\$2,600.00	\$ 1,220.00	\$ 2,440.00
730R-022	CONTROLLER ASSEMBLY, TYPE III, 8-PHASE	EACH	1	\$22,000.00	\$22,000.00	\$ 17,699.00	\$ 17,699.00
730T-000	WOOD POLE	EACH	1	\$1,500.00	\$1,500.00	\$ 1,500.00	\$ 1,500.00
730U-400	RADAR DETECTION SYSTEM (US-98 AT OLD BATTLES ROAD)	LUMP SUM	1	\$53,500.00	\$53,500.00	\$ 47,541.46	\$ 47,541.46
734E-021	BURIED DUCT HDPE SDR11 2 INCH	LINEAR FOOT	35	\$22.00	\$770.00	\$ 20.00	\$ 700.00
734F-005	DISTRIBUTION HARDWARE SFDU 6 FIBER	EACH	1	\$1,000.00	\$1,000.00	\$ 275.00	\$ 275.00
734H-041	PATCH CORD DUPLEX SM ST 2 METER	EACH	4	\$100.00	\$400.00	\$ 30.00	\$ 120.00
734H-070	FANOUT KIT, SM	EACH	1	\$200.00	\$200.00	\$ 200.00	\$ 200.00
734J-000	COMMBOX F1	EACH	1	\$1,000.00	\$1,000.00	\$ 1,504.00	\$ 1,504.00
734N-053	ETHERNET FIELD SWITCH, TYPE C	EACH	1	\$2,100.00	\$2,100.00	\$ 3,175.00	\$ 3,175.00
740B-000	CONSTRUCTION SIGNS	SQUARE FOOT	890	\$12.00	\$10,680.00	\$ 9.90	\$ 8,811.00
740D-000	CHANNELIZING DRUMS	EACH	50	\$42.00	\$2,100.00	\$ 35.00	\$ 1,750.00
740E-000	CONES (36 INCHES HIGH)	EACH	100	\$17.00	\$1,700.00	\$ 14.00	\$ 1,400.00
740M-001	BALLAST FOR CONES	EACH	100	\$7.00	\$700.00	\$ 2.00	\$ 200.00
741C-001	PORTABLE SEQUENTIAL ARROW AND CHEVRON SIGN UNIT (TRUCK MOUNTED)	EACH	2	\$2,400.00	\$4,800.00	\$ 2,000.00	\$ 4,000.00
745A-000	UNIFORMED POLICE OFFICER	HOURL	8	\$100.00	\$800.00	\$ 75.00	\$ 600.00
756A-043	8" ELECTRICAL CONDUIT, 3 LINES, TYPE 5 INSTALLATION	LINEAR FOOT	350	\$65.00	\$22,750.00	\$ 74.10	\$ 25,935.00
BASE BID TOTAL					\$382,400.00		\$ 377,875.46
BID ADDITAVE 1							
730X-000	DESIGN, MATERIALS, CONSTRUCTION, AND REMOVAL TEMPOARY WOOD POLE TRAFFIC SIGNAL	LUMP SUM	1	\$35,000.00	\$35,000.00	\$ 60,906.60	\$ 60,906.60
BID ADDITAVE 1 TOTAL					\$35,000.00		\$ 60,906.60
TOTAL BID WITH ADDITAVE 1					\$417,400.00		\$ 438,782.06

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.

Joey Nunnally, P.E.

Date

1/24/2020

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 INGRAM SIGNALIZATION INC. (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas, the Baldwin County Commission at its February 18, 2020_____ meeting awarded the bid for **PROJECT NO. STPOA-0042 (537) BCP-0209719 TRAFFIC SIGNAL INSTALLATION AT THE INTERSECTION OF US 98 AT CR 34;**

TO Ingram Signalization Inc._____, in the amount of Four Hundred Seventeen Thousand Four Hundred Dollars (\$ 417,400.00) with a

completion time of **THIRTY (30) WORKING DAYS** are allowed for the construction of the project.

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: Ingram Signalization, Inc.
4522 N. Davis Hwy
Pensacola, FL 32503

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:

STPOA-0042 (537) BCP-0209719 TRAFFIC SIGNAL INSTALLATION
AT THE INTERSECTION OF US 98 AT CR 34;

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

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

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

ATTACHMENTS:

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

PROJECT NO. STPOA-0042 (537) BCP-0209719 TRAFFIC SIGNAL
INSTALLATION AT THE INTERSECTION OF US 98 AT CR 34

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.

Effective Dates. This Contract shall be effective and commence immediately upon the same date as its full execution. The Contractor shall have **THIRTY (30) WORKING DAYS** allowed for the construction of the project. after the notification to proceed to complete the work. The contract shall terminate upon either the expiration of no more than **THIRTY (30) WORKING DAYS** are allowed for the construction of the project.

- XXI. 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 (4) 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 X 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.

XXX. The public works project which is the subject of this invitation to bid is 80% Eastern Shore Metropolitan Organization Transportation Funds and 20% City of Fairhope and County Funding.

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

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

COUNTY
BALDWIN COUNTY COMMISSION

ATTEST:

_____/_____
Chairman /Date

_____/_____
County Administrator /Date

PROVIDER:

_____/_____:

By _____/Date Its

NOTARY PAGE TO FOLLOW:

(State of Alabama)

(County of Baldwin)

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

GULF COAST MEDIA

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

PROOF OF PUBLICATION STATE OF ALABAMA • BALDWIN COUNTY

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Perry who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

12/13/2019, 12/20/2019, 12/27/2019

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

X April M. Perry
April M. Perry, Legal Ad Representative

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



AMBER KIMBLER
My Commission Expires
April 10, 2022

Sworn and subscribed to on 12/27/2019.

BALDWIN COUNTY COMMISSION - LEGA

Acct#: 984131

Ad#: 306947

Bid: Traffic Light

Amount of Ad: \$729.60

Legal File# Bid: Traffic Li

Wade Gantney
53100.5253

RECEIVED

DEC 31 2019

Accounting/S. Grant

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

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 2:30pm on 1/14/2020, and then publicly opened for furnishing all labor and materials and performing all work required by Baldwin County and described as follows:

STPOA-0042 (537) BCP-0209719
TRAFFIC LIGHT INSTALLATION AT THE INTERSECTION OF COUNTY ROAD 34 (OLD BATTLES ROAD) AND U.S. HIGHWAY 98;
THIRTY (30) WORKING DAYS are allowed for the construction of the project.

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

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

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

reserved to reject any and/or all bids and to waive informalities or irregularities and to furnish any item of material or work, and to change the amount of said contract.

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

(Davis-Bacon Act Wage Rates will Apply) Minimum wage rates for this project have been predetermined by the Secretary of Labor and are set forth in the advertised specifications. This project is subject to the contract hours and Safety Standards Act and its implementing regulations.

The proposed work shall be performed in conformity with the rules and regulations for carrying out the Federal Highway Act.

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

A Pre-Bid Conference will be held on 1/7/2020 at 2:30 pm, in the Baldwin County Purchasing Conference Room located at 257 Hand Avenue, Bay Minette, Alabama, 36507. It would be in the best interest of the bidders to have a representative present at the pre-bid conference.

There are no DBE requirements for this project.

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

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

COUNTY COMMISSION OF
BALDWIN COUNTY,
ALABAMA

Billie Jo Underwood
Chairman, Baldwin
County Commission
December 13-20-27, 2019

State of Alabama,) ss
County of Mobile)

Catherine Copas 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 12/13, 12/20, 12/27/2019

Catherine Copas

Principal Clerk of the Publisher

Sworn to and subscribed before me this 27th day of December 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 2:30pm on 1/4/2020, and then publicly opened for furnishing all labor and materials and performing all work required by Baldwin County and described as follows:

STPOA-0042 (537) BCP-0209719 TRAFFIC LIGHT INSTALLATION AT THE INTERSECTION OF COUNTY ROAD 34 (OLD BATTLES ROAD) AND U.S. HIGHWAY 98;
THIRTY (30) WORKING DAYS are allowed for the construction of the project.

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

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

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

said contract.

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

(Davis-Bacon Act Wage Rates will Apply) Minimum wage rates for this project have been pre-determined by the Secretary of Labor and are set forth in the advertised specifications. This project is subject to the contract hours and Safety Standards Act and its implementing regulations.

The proposed work shall be performed in conformity with the rules and regulations for carrying out the Federal Highway Act. Specifications are on file and must be picked up from the office of the Baldwin County Highway Department, 22070 State Highway 59, Central Annex II, 3rd Floor. Please contact John Sedlack at jsedlack@baldwincountyal.gov with any questions. No specifications will be issued to contractors later than twenty-four (24) hours prior to the time indicated above for receiving bids.

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COUNTY COMMISSION OF
BALDWIN COUNTY, ALABAMA
Billie Jo Underwood
Chairman, Baldwin County Commission
PRESS REGISTER
December 13, 20, 27, 2019

Ullrich Greenway
53100.5253



Baldwin County Commission

Agenda Action Form

File #: 20-0734, **Version:** 1

Item #: B8

Meeting Type: BCC Work Session

Meeting Date: 2/11/2020

Item Status: New

From: Ron Cink, Budget Director

Submitted by: Anu Gary, Administrative Services Manager

ITEM TITLE

The Public Building Authority of Baldwin County - Resolution #2020-059 and Lease Agreement (Baldwin County Jail Project)

STAFF RECOMMENDATION

Related to The Public Building Authority of Baldwin County and Building Revenue Warrants, Series 2020 (Jail Project), take the following actions:

- 1) Adopt Resolution #2020-059 which adopts and confirms the transfer of property and a Lease Agreement in connection with the issuance, sale and delivery by the Public Building Authority of Baldwin County of its \$35,965,000 Building Revenue Warrants, Series 2020 (Jail Project), dated the date of delivery; and
- 2) Approve the execution of a Lease Agreement between The Public Building Authority of Baldwin County (PBA) and the Baldwin County Commission, regarding \$35,965,000 Building Revenue Warrants, Series 2020 (Jail Project) which transfers the Jail site to the PBA; and
- 3) Authorize the Chairman to sign the Deed (transferring the jail site to the PBA), County Government Bond Financing Review Form and any other documentation necessary to conduct the above transaction.

BACKGROUND INFORMATION

Previous Commission action/date: See below.

Background: The Board of Directors of The Public Building Authority of Baldwin County met on February 3, 2020, for the purpose of approving all preliminary action and the execution of warrant purchase agreement with respect to the Authority's proposed Building Revenue Warrants, Series 2020, the proceeds of which will be used to construct a new public jail facility in the County.

Previous action(s) by the Baldwin County Commission :

January 7, 2020, BCC Regular Meeting - The Commission took the following actions:

Motion by Commissioner Charles F. Gruber, seconded by Commissioner James E. Ball, to take the following actions: 1) Adopt Resolution #2020-048, which selects and confirms the appointment of Frasier Lanier as the Bond Underwriter for General Obligation Warrants Funding (Jail Expansion) for the Baldwin County Commission.
2) Authorize staff to begin rate negotiations with the selected firm.

FINANCIAL IMPACT

Total cost of recommendation: Lease agreement just requires payment of the 35,965,000 debt.

Budget line item(s) to be used: Debt Service line item will be used for the payment of warrant debt.

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

**EXCERPTS FROM THE MINUTES OF A REGULAR MEETING
OF THE BALDWIN COUNTY COMMISSION**

The Baldwin County Commission (the "Commission"), the governing body of Baldwin County (the "County"), met in public session at the Baldwin County Administration Building, County Commission Chambers, located at 322 Courthouse Square in the City of Bay Minette at 8:30 a.m. on the 18th day of February, 2020. The meeting was called to order by the Chairman, and the roll was called with the following results:

Present: Billie Jo Underwood, Chairman
 Joe Davis III, Vice-Chairman
 Charles F. "Skip" Gruber
 James E. Ball

Absent: None

* * *

The Chairman stated that a quorum was present and that the meeting was open for the transaction of business.

* * *

Thereupon, the following resolution and order was introduced in writing by the Chairman, and considered by the County Commission:

A RESOLUTION ADOPTING AND CONFIRMING THE TRANSFER OF PROPERTY AND A LEASE AGREEMENT IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY BY THE PUBLIC BUILDING AUTHORITY OF BALDWIN COUNTY OF ITS \$[principal] BUILDING REVENUE WARRANTS, SERIES 2020 (JAIL PROJECT), DATED THE DATE OF DELIVERY

BE IT RESOLVED BY THE COUNTY COMMISSION (the "Commission") OF BALDWIN COUNTY (the "County"), as follows:

1. The Commission has found and determined that it is in furtherance of its essential governmental function to operate a public jail, and that it is further necessary for the Commission to acquire, construct, and equip a new jail facility (the "Project") for such purposes. The Commission does hereby further find and determine as follows:

(a) The Baldwin County Public Building Authority (the "Authority") was heretofore incorporated pursuant to ALA. CODE § 11-15-1 et seq. (1975) by an approving resolution of the Commission, and its Certificate of Incorporation was duly filed for record thereafter in the Office of the Judge of Probate of Baldwin County on _____.

(b) The Authority, its Certificate of Incorporation and the approving resolution are hereby ratified, certified and approved. The current appointments to the Authority's Board of Directors are hereby further ratified, confirmed and approved as follows for the terms indicated:

_____	_____, 2022
_____	_____, 2024
_____	_____, 2026

(c) The Commission is considering this resolution in connection with the issuance of \$[principal] aggregate principal amount of Building Revenue Warrants, Series 2020 (Jail Project), dated the date of delivery (the "Series 2020 Warrants") by the Authority, issued pursuant to that certain Mortgage, Indenture, and Deed of Trust dated as of February __, 2020 (the "Indenture") between the Authority and Regions Bank, as trustee (the "Trustee").

(d) Contemporaneously with and as a condition to the issuance of the Series 2020 Warrants, the Authority and Baldwin County, Alabama (the "County"), will enter into a Lease Agreement dated as of February __, 2020 (the "Lease"), pursuant to which the Authority will agree to lease the Project (as defined in the Indenture) to the County for a term not longer than the current fiscal year of the County ending on September 30, 2020; provided, however, that the Lease shall contain a grant to the County of successive options to renew the Lease annually until the Series 2020 Warrants are paid. Pursuant to the Lease, but only during the term thereof (including any renewal terms), the County will pay to the Authority from its available general revenues basic rentals sufficient to pay the principal of and the interest on the Series 2020 Warrants due during the term of the Lease.

(e) The Commission agrees with the Authority for purposes of maintaining the federal tax exemption on the Series 2020 Warrants that no federal prisoners will be held at the Project. The Commission will house all federal prisoners at the County's other public jail facility, which can accommodate approximately 651 prisoners at any time, which is more than reasonable and sufficient to house the approximately 120 federal prisoners that the County houses on average each month.

(f) The Series 2020 Warrants will be secured by a non-foreclosable mortgage lien on the Project, an assignment of the rights of the Authority under the Lease and by a pledge of the revenues and receipts derived by the Authority from the leasing or, under certain circumstances, the sale of the Project; provided, that the said mortgage of the Project contained in the Indenture will not be subject to foreclosure.

(g) The Series 2020 Warrants is to be issued for the purposes of (i) acquiring, constructing, and equipping a new county public jail facility for local prisoners only and related improvements on property transferred to the Authority by the County (collectively the "Series 2020 Improvements"), and (ii) paying issuance expenses.

2. The Commission does hereby approve, adopt, authorize, ratify and confirm the following:

(a) the financing, acquisition, construction, equipment, operation and maintenance of a new county jail facility to serve the essential governmental function of providing a county jail for prisoners other than federal prisoners and

(b) the terms and provisions of the Deed conveying the Project to the Authority, the Lease between the Authority and the County, and the terms of the Indenture with respect to the County. The Chairman and Administrator are authorized to execute, seal, deliver and attest the Lease and the Deed and the County Government Bond Financing Review Form, copies of which have been presented to and considered at this meeting.

3. The documents described in Section 2 of this resolution (herein collectively the "Financing Documents") are approved in substantially the form and of substantially the content as the Financing Documents presented to and considered by the Commission. Copies of the Financing Documents are ordered to be inserted in the permanent records of the County.

4. The Lease, with such changes or additions thereto or deletions therefrom as the Chairman shall approve, which approval shall be conclusively evidenced by his executing the same.

5. The Chairman of the County is hereby authorized and directed to execute, acknowledge and deliver the Lease for and on behalf of and in the name of the County. The County Administrator is hereby authorized and directed to attest the same. Any prior execution of the Lease by any of the aforesaid officers is hereby ratified and confirmed.

6. The transfer of the property for the Project is hereby ratified, adopted, and confirmed and made in furtherance of the power of the County under Ala. Code § 11-15-16 (1975).

7. The Chairman and the County Administrator, or either of them, are hereby authorized and directed to manually execute, deliver and file such related contracts, documents, certificates, and financing and security agreements as may be necessary or desirable to carry out the provisions of this resolution or complete the financing herein authorized; and execute and deliver to the purchasers and to the attorneys approving the legality of the Series 2020 Warrants such certified copies of proceedings of the County and such documents, contracts, closing papers, proofs and statements containing such representations of fact and law as may be

necessary to demonstrate the validity of the Series 2020 Warrants and the Financing Documents, the absence of any pending or threatened litigation with respect to the Series 2020 Warrants and such instruments or any matter referred to therein or in this resolution, the exclusion of interest on the Series 2020 Warrants from gross income for federal income taxation, and the exemption of interest on the Series 2020 Warrants from State of Alabama income taxation.

8. Construction of the Project is ordered to proceed with all due diligence in accordance with the plans and specifications heretofore approved by the County. All such action heretofore taken with respect to the Project is hereby ratified, adopted, and confirmed.

9. The Authority has requested and the County has agreed to cause a validation notice to be published pursuant to Ala. Code 11-15-10 (1975) in the _____. Such publication is approved by the County, and the County reports that as of this date that the Authority and the County have not received any notice of any civil actions thereunder.

10. If any space in the Project becomes vacant following its construction and operation, the County shall not enter into any lease or rental agreement for similar space until all space in the Project has been filled.

After said resolution and order had been discussed and considered in full by the Commission, it was moved by Commissioner _____ that said resolution and order be now adopted. The motion was seconded by Commissioner _____. The question being put as to the adoption of said motion and the passage and adoption of said resolution and order, the roll was called with the following results:

Ayes: Billie Jo Underwood, Chairman
 Joe Davis III, Vice-Chairman
 Charles F. "Skip" Gruber
 James E. Ball

Nays: None

The Chairman thereupon declared said motion carried and the resolution and order passed and adopted as introduced and read.

Adopted this 18th day of February, 2020.

Chairman

COUNTY SEAL

Authenticated and Attested:

County Administrator

* * *

There being no further business to come before the meeting, it was moved and seconded that the meeting be adjourned. Motion carried.

Minutes Approved

Chairman

Vice-Chairman

Member

COUNTY SEAL

Member

Attest: _____
County Administrator

CERTIFICATE OF CHAIRMAN

I, the undersigned, do hereby certify as follows: (1) I am the duly elected, qualified and acting Chairman of the County Commission of Baldwin County, Alabama (the "County"), (2) as such I have access to all original records of the County and I am duly authorized to make certified copies of its records on its behalf, (3) the above and foregoing pages constitute a complete, verbatim and compared copy of excerpts from the minutes of a regular meeting of the County Commission duly held on February 18, 2020, the original of which is on file and of record in the minute book of the County Commission in my custody, (4) the resolution set forth in such excerpts is a complete, verbatim and compared copy of such resolution as introduced and adopted by the County Commission on such date, and (5) said resolution is in full force and effect and has not been repealed, amended or changed.

IN WITNESS WHEREOF, I have hereunto set my hand as Chairman and have affixed the official seal of the County this 18th day of February, 2020.

Chairman

COUNTY SEAL

LEASE AGREEMENT

between

THE PUBLIC BUILDING AUTHORITY OF BALDWIN COUNTY

and

BALDWIN COUNTY, ALABAMA

Regarding

\$35,965,000

Building Revenue Warrants

Series 2020 (Jail Project)

Dated February __, 2020

LEASE AGREEMENT (the "Lease" or this "Agreement") between **THE PUBLIC BUILDING AUTHORITY OF BALDWIN COUNTY**, a public corporation organized and existing under the provisions of Chapter 15 of Title 11 of the Code of Alabama of 1975 (the "Authority"), and **BALDWIN COUNTY, ALABAMA**, a political subdivision of the State of Alabama (the "County");

R E C I T A L S:

The Authority has been organized and established pursuant to Section 11-15-1, et., seq, Code of Alabama 1975, as amended (the "Act") to provide buildings and facilities for lease to and use by the County in the performance of its respective public functions. The Act under which the Authority has been organized authorizes the County to enter into this Lease, and each of the County and the Authority separately declare, and each individually declares, that it is an essential government function for the County to acquire, construct and operate, or cause to be acquired, constructed or operated, a jail, and related facilities within the County.

The Authority has determined that it is necessary, desirable, and advantageous to issue and deliver its \$35,965,000 principal amount of Building Revenue Warrants, Series 2020 (Jail Project), dated the date of delivery (the "Warrants"), for the purposes of (i) acquiring, constructing, and equipping a new public jail facility, and (ii) paying issuance expenses.

The Warrants will be issued under and secured by a Mortgage, Indenture, and Deed of Trust dated as of February __, 2020 (the "Indenture"), between the Authority and Regions Bank, as trustee (the "Trustee").

The Authority and the County are entering into this Lease Agreement in order to provide for the payment of rent by the County at times and in amounts sufficient to provide for payment of the principal of and interest on the Warrants with respect to each fiscal year of the County during which this Lease Agreement shall be in effect.

The Authority has requested and the County has agreed, as a condition to the Authority's agreement to enter into this Lease, that no federal prisoners be housed at the Project described herein at any time.

NOW THEREFORE, in consideration of the respective agreements on the part of the Authority and the County herein contained, the Authority and the County do hereby agree as follows:

ARTICLE I

DEFINITIONS AND USE OF PHRASES

Section 1.1 Definitions. The following words and phrases and others evidently intended as the equivalent thereof shall, in the absence of express provision or clear implication in the Lease to the contrary, be given the following respective meanings in the construction or interpretation of the Lease:

"Act" means Chapter 15 of Title 11 of the Code of Alabama of 1975, as it may from time to time be amended.

"Additional Warrants" means those authorized under the Indenture in Article VIII thereof.

"Authority" means (a) the party of the first part hereto and its successors and assigns, and (b) any public corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party as provided in Section 12.6 of the Indenture.

"Authorized Authority Representative" means any officer of the Authority, or such other representative of the Authority designated in writing to the Trustee by the Authority.

"Basic Rent" means the cash rental payable by the County pursuant to the provisions of Section 5.4 hereof and any other sums payable by the County hereunder that are herein referred to as Basic Rent.

"Warrants", as used in this Lease Agreement, means only the Warrants unless other qualifying words or phrases unequivocally indicate that the term is intended to include obligations of the Authority other than or in addition to the Warrants.

"County" means (i) the party of the second part hereto, and (ii) any political subdivision resulting from or surviving any consolidation or merger to which it or its successors may be a party.

"Completion Certificate" means a certificate signed by the Independent Architect and an Authorized Authority Representative stating (a) that the construction of the Improvements has been completed in substantial accordance with the plans and specifications therefor, and (b) the date on which such construction was completed.

"Completion Date" means the date on which the construction of the Improvements is completed, as stated in the Completion Certificate.

"Construction Fund" means the Construction Fund created in Section 9.2 of the Indenture.

"Counsel" means an attorney duly admitted to practice before the highest court of any state of the United States of America or of the District of Columbia, or a firm of attorneys all the members of which are so admitted.

"Warrant Fund" means the Series 2020 Warrant Fund created in Section 10.2 of the Indenture.

"Development Costs" means all costs incurred or assumed by the County or the Authority in connection with the acquisition, design, development, construction, and placing into service of the Project.

"Equipment" means all furniture, furnishings, fixtures, machinery and equipment acquired or to be acquired, the costs of which are or were, in whole or in part, paid, or to be paid, out of the proceeds of the Warrants.

"Facility" means the existing jail and related facilities now located on the Site, including the Improvements and all Equipment and other personal property located thereon.

"Improvements" means the capital improvements made on, to or about the Project from the proceeds of the Warrants.

"Indenture" means the Mortgage Indenture and Deed of Trust between the Authority and

Regions Bank of even date herewith.

"Independent Architect" means an architect or architectural firm qualified to practice the profession of architecture under the laws of Alabama and not employed full time by the Authority or the County.

"Independent Engineer" means an engineer or engineering firm qualified to practice the profession of engineering under the laws of Alabama and not employed full time by the Authority or the County.

"Initial Term" means the period beginning on the date of the delivery of this Lease Agreement and continuing until and including September 30, 2020.

"Interest Payment Date" means March 1 and September 1, beginning September 1, 2020.

"Lease" means this Lease Agreement.

"Net Condemnation Award" means the total amount awarded as compensation for any part of the Project taken under the exercise of the power of eminent domain plus damages to any part not taken, less and except (i) any portion thereof to which the County is entitled under the provisions of Section 7.2 hereof, and (ii) all attorneys' fees and other expenses incurred in the condemnation proceeding with respect to which such award was made (other than those paid directly by the County or deducted, pursuant to the provisions of said Section 7.2, from that portion of the award to which it is entitled under the provisions thereof).

"Net Insurance Proceeds" means the total insurance proceeds recovered by the Authority, the County and the Trustee on account of any damage to or destruction of the Facility or any part thereof less all expenses (including attorneys' fees and any extraordinary expenses of the Trustee) incurred in the collection of such proceeds.

"Payment Date" shall mean the dates on which principal of or interest on the Warrants is due and payable, which for purposes of this Lease shall be March 1 and September 1, beginning September 1, 2020.

"Permitted Encumbrances" means, as of any particular time, (i) liens for ad valorem taxes and special assessments not then delinquent, (ii) the Lease, (iii) the Indenture, (iv) utility, access and other easements and rights-of-way, mineral rights, restrictions and exceptions that, in the opinion of an Independent Architect or Independent Engineer, will not materially interfere with or impair the operations being conducted in the Facility (or, if no operations are being conducted therein, the operations for which the Facility was designed or last modified), (v) any inchoate mechanic's, materialmen's or vendor's lien if payment is not yet due and payable under the contract giving rise to such lien, (vi) such minor defects, irregularities, encumbrances, easements, rights-of-way and clouds on title as normally exist with respect to properties similar in size and character to the Project and as do not, in the opinion of Counsel, in the aggregate materially impair the property affected thereby for the purpose for which it was acquired or is held by the Authority, and (vii) the Site Deed.

"Project" means collectively the Site, the Facility, the Improvements and the Equipment, as they may at any time exist and all other property and rights referred to or intended so to be in the demising clauses hereof.

"Renewal Term" means any period of one year for which the Lease shall be renewed at the option of the County in accordance with the provisions of Section 5.2 of this Lease Agreement.

"Site" means the real property described on Exhibit A hereto.

"Site Deed" means that certain deed from the Baldwin County, Alabama, pursuant to which the Site has been conveyed to the Authority.

"Tax Code" means the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

"Trustee" means Regions Bank, as trustee under the Indenture, and its successors and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party.

"Warrants", as used in this Lease Agreement, means only the Warrants unless other qualifying words or phrases unequivocally indicate that the term is intended to include obligations of the Authority other than or in addition to the Warrants.

Section 1.2 Use of Phrases. "Herein", "hereby", "hereunder", "hereof", "hereinbefore", "hereinafter" and other equivalent words refer to the Lease as an entirety and not solely to the particular portion of this Lease Agreement in which any such word is used. The definitions set forth in Section 1.1 of this Lease Agreement include both singular and plural. Whenever used herein, any pronoun shall be deemed to include both singular and plural and to cover all genders. Any percentage of Warrants, specified herein for any purpose, is to be figured on the unpaid principal amount thereof then outstanding.

ARTICLE II

REPRESENTATIONS

Section 2.1 Representations by the Authority. The Authority makes the following representations as part of the basis for the agreements and undertakings on its part herein contained:

(a) The Authority is duly incorporated under the provisions of the Act by Certificate of Incorporation duly filed for record in the office of the Judge of Probate of Baldwin County, Alabama, has not subsequently amended its said Certificate of Incorporation and is not in default under any of the provisions contained in the said Certificate of Incorporation or in the laws of Alabama;

(b) Under the provisions of the Act, the Authority has the power (i) to issue the Warrants for the purposes described in Section 4.2, (ii) to undertake the acquisition and construction of the Facility and to acquire, construct and install the Equipment, (iii) to lease the Facility to the County in accordance with the provisions hereof, (iv) to pledge the rentals and other receipts from the leasing or operation of the Facility (including particularly the Basic Rent hereunder) to the Trustee as provided in the Indenture, (v) to subject the Project to the non-foreclosable lien of the Indenture, (vi) to execute and deliver the Warrants, this Lease Agreement and the Indenture, and (vii) to carry out and consummate all transactions contemplated by each of the aforesaid documents;

(c) Neither the execution and delivery of this Lease Agreement, the consummation of the transactions contemplated hereby, or the fulfillment or compliance with the terms and conditions hereof, conflict with, or result in a breach of, any of the terms, conditions or provisions of any corporate restriction or limitation or any agreement, instrument or court or other governmental order to which the

Authority is now party or by which it is bound, or constitute a default under any of the foregoing;

(d) All consents, approvals, authorizations and orders of governmental or regulatory authorities, if any, which are required for the execution and delivery of the Warrants, this Lease Agreement and the Indenture and for the consummation of the transactions contemplated by each of the aforesaid documents have been obtained by or on behalf of the Authority and are in full force and effect;

(e) The execution and delivery of this Lease Agreement on the part of the Authority has been duly authorized by all necessary corporate action; and

(f) The Project will constitute a "project" within the meaning of Section 11-15-1(6) of the Code of Alabama of 1975, as amended.

Section 2.2 Representations by the County. The County makes the following representations as part of the basis for the agreements and undertakings on its part herein contained:

(a) The County has been furnished a copy of the Indenture and the County approves and consents to the provisions of said instrument;

(b) Neither the execution and delivery of this Lease Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions hereof, conflict with, or result in a breach of, any law or constitutional provision applicable to the County or any of the terms, conditions or provisions of any agreement, instrument or governmental order to which the County is now subject or by which it is bound, or constitute a default under any of the foregoing;

(c) The execution and delivery of this Lease Agreement on the part of the County has been duly authorized by its governing body;

(d) The real property specifically described in the demising clauses hereof and Exhibit A hereto is located wholly within the corporate limits of the County;

(e) The Project will constitute a "project" within the meaning of the Act;

(f) The County understands that one of the principal inducements to the purchase of the Warrants by the purchaser thereof from the Authority is that under existing law the interest thereon is excludable from gross income for Federal income tax purposes generally, except to the extent otherwise provided in the Tax Code;

(g) The County agrees that no federal prisoners will be housed at the Facility, and that all federal prisoners housed by the County will be held at a different jail facility of the County, and

(h) The Project, and the use thereof for its intended purpose, will not violate (i) any zoning or other ordinance or any regulation or law of Baldwin County, Alabama, the County or any other municipality, applicable to the Project and its use, or (ii) any restrictive covenant of the County applicable to the Project and its use, and all requirements for such use have been (or will be, prior to the time the Project is placed in service) satisfied.

ARTICLE III

DEMISING CLAUSES

Section 3.1 Demise. The Authority hereby demises and leases to the County, subject to Permitted Encumbrances, and the County hereby rents from the Authority, subject to Permitted Encumbrances, for and during the Initial Term, the real property described on Exhibit A hereto located within the corporate limits of the County, together with the Facility, the Equipment, the Improvements, all other improvements now or hereafter situated on the Site, not including, any equipment or other personal property that, under the provisions hereof, is or is to become the sole property of the County or third parties.

ARTICLE IV

CONSTRUCTING AND FINANCING THE IMPROVEMENTS

Section 4.1 Agreement to Construct Improvements. The Authority will proceed with, and will complete as promptly as practicable,

(a) the construction, wholly within the boundary lines of the Site, of the Improvements, substantially in accordance with plans and specifications therefor to be furnished by the County; and

(b) the acquisition and installation of the Improvements and the Equipment, such acquisition and installation to be made as directed by the County,

and will pay, solely out of the principal proceeds derived by it from the sale of the Warrants or any Additional Warrants issued for such purpose, the costs of such construction, acquisition and installation.

The County may, after the execution and delivery hereof, cause such changes to be made to the aforesaid plans and specifications as it may desire and as will not result in any material change in the appearance or basic design of the Improvements or in changing its character as a part of a "project" under the provisions of the Act, and cause such changes to be made in the Equipment, including additions thereto, deletions therefrom and substitutions therefor, as it may desire and as will not cause the Equipment, as altered by such changes, to be, in the reasonable judgment of the County, functionally inferior (insofar as the operation of the Facility and the Improvements are concerned) to the Equipment prior to such changes. Except as provided in the preceding sentence, neither the County nor the Authority will cause or permit any changes to be made to the aforesaid plans and specifications.

The Authority will not hereafter enter into any contract for such construction, acquisition and installation, or any part thereof, unless there is endorsed thereon a legend indicating that the County has approved both the form and substance of such contract or order and such legend is signed on behalf of the County by its Chairman. The County and the Authority will cooperate with each other in order that the construction of the Improvements and the acquisition and installation of the Equipment may be completed as promptly as practicable.

Section 4.2 Agreement to Issue Warrants. In order to provide funds for the financing of the costs of the Facility, the costs of acquiring and installing the Equipment therein and the other Improvements, the Authority will, simultaneously with the delivery hereof, issue and sell the Warrants in accordance with the provisions of the Indenture.

Section 4.3 No Warranty of Suitability by Authority. The County recognizes that since the plans and specifications for the Facility have been prepared to its order and that since the items of Equipment have been and are to be selected by it, the Authority can make no Warranty, either express or implied, or offer any assurances that the Facility or the Equipment will be suitable for the County's purposes or needs or that the proceeds derived from the sale of the Warrants will be sufficient to pay in full all the Development Costs. In the event said proceeds issued for such purpose are insufficient to pay all said costs, the County

(a) will, subject to the provisions of the second paragraph of Section 4.1 hereof, use its best efforts to cause such changes to be made in said plans and specifications as will result in the Development Costs not exceeding the moneys available for payment thereof derived from the sale of the Warrants, or

(b) will use its best efforts to cause the Authority to issue and sell Additional Warrants in such principal amounts as may be necessary to provide for the payment of all Development Costs, or

(c) will take such action pursuant to both of the courses of action described in the preceding clauses (a) and (b) as will enable (i) the construction, furnishing and equipping of the Facility to be completed to such extent that it may be used by the County for the general purposes for which it was designed and (ii) the Development Costs to be paid in full.

Nothing herein contained shall be construed to impose any obligation on the Authority to incur, or to take any actions which will result in incurring, any costs or expenses in connection with the construction, furnishing and equipping of the Facility other than such costs and expenses as will not exceed the moneys available for payment thereof derived from the sale of the Warrants.

The County shall not be or become obligated to pay any Development Costs, or to make any arrangements (other than the execution and delivery of this Lease Agreement in connection with the issuance of the Warrants) for the financing of any Development Costs, or to undertake the completion of any part of the construction, furnishing and equipping of the Facility because of any relationship it may have with the Authority, under this Lease Agreement or otherwise, in connection with the Facility, including, without limiting the generality of the foregoing, its inducement of the Authority to undertake the construction of the Facility and to lease the same to the County, its control of the preparation of the plans and specifications for the construction, furnishing and equipping of the Facility, or any changes which it may have, pursuant to the provisions of this Lease Agreement, caused to be made to said plans and specifications. Further, the County shall not, by reason of any changes that it may have caused to be made in said plans and specifications or any other actions that it may have taken or failed to take in connection with the construction, furnishing or equipping of the Facility, be or become obligated to renew this Lease Agreement for any Renewal Term or to pay any rental for the use and occupancy of the Facility in addition to that specifically provided for herein.

ARTICLE V

EFFECTIVENESS OF LEASE AGREEMENT, RENEWAL TERMS, AGREEMENT TO ISSUE WARRANTS AND LEASE RENTAL

Section 5.1 Initial Term. The Authority and the County hereby acknowledge that the initial term of this Lease Agreement shall begin on the date of delivery of this Lease Agreement and shall end on September 30, 2020.

Section 5.2 Options to Renew. After the expiration of the Initial Term, the County shall have the option to renew this Lease for a term of twelve months beginning on October 1, 2020, and continuing for each consecutive twelve month period until and including September 30, 2045, and shall have the further option from year to year thereafter to renew this Lease for successive terms of twelve months each, each such term to coincide with the fiscal year of the County beginning on October 1 and continuing until and including the then next succeeding September 30; provided however, that if this Lease shall not be renewed for any of the terms provided for herein, this Lease shall thereupon terminate and no renewal may thereafter be made for any subsequent term. Such option to renew this Lease for any such fiscal year shall be deemed to have been exercised and shall therefore be automatically exercised in either of the following events: (a) if the County continues in occupancy of the Facility on the first day of such fiscal year; (b) if, on or prior to the first day of such fiscal year, the governing body of the County shall adopt a resolution electing to exercise such option for such fiscal year; or (c) if the County, pursuant to the provision of this Section 5.2 hereof, pays all or any part of the Basic Rent referable to that Renewal Term prior to the commencement thereof.

Section 5.3 Agreement to Issue Warrants. In order to provide for the payment of the costs of constructing the Facility and acquiring and installing the Equipment and the other Improvements, the Authority will, simultaneously with the delivery of this Lease Agreement, issue and sell the Warrants and will execute and deliver the Indenture. All the terms and conditions of the Indenture (including in the case of the Indenture, those provisions thereof, but without limitation thereto, relating to the amounts and maturity dates of the principal of the Warrants, the interest rate or rates thereof and the provisions for the redemption thereof prior to their respective maturities) are hereby approved by the County, and to the extent that any provisions of the Indenture are relevant to the calculation of any rental or other sum payable by the County hereunder or to the determination of any other obligation of the County hereunder, the County hereby agrees that such provisions shall be deemed a part of the Lease as fully and completely as if set out herein.

Section 5.4 Rental Provisions. The County will pay as rent for use and occupancy of the Facility not later than the 15th day of each month during which this Lease Agreement is in effect, as rent during each Renewal Term, if any, an amount equal to the debt service on the Warrants by paying (i) one-sixth of the interest coming due with respect to the Series 2020 Warrants on the next succeeding interest payment date during such fiscal year and (ii) one-twelfth of the principal (if any) of the Series 2020 Warrants maturing or subject to mandatory redemption on the next succeeding principal payment date during such fiscal year.

There shall be credited on the rental for any period the amount on deposit in the Warrant Fund not previously credited on any rental payment from amounts referable to accrued interest or interest earnings derived from the investment of amounts on deposit in the Warrant Fund. In the event that amounts on deposit in the Warrant Fund on any Principal or Interest Payment Date are insufficient to pay the principal of and interest on the Warrants on such Principal or Interest Payment Date, the County will deposit into the Warrant Fund the amount of such insufficiency but solely out of the revenues of the County received during the fiscal year of the County during which such deposit is required to be made.

(c) As additional rental during the Initial Term and during each Renewal Term thereafter in which this Lease shall be renewed as provided in Section 5.2 hereof, the County will pay:

(1) all premiums for the insurance provided for in Section 6.4 hereof, such premiums to be paid directly to the insurer or insurers;

(2) all expenses necessary to maintain the Facility and each part thereof and to keep the same in good repair, all such expenses to be paid from time to time as payment of such expenses

becomes due directly to the persons furnishing services or material, or both, for such maintenance, repair and upkeep;

(3) all taxes and public improvement assessments against the Project that may become due and payable, any such taxes and assessments to be paid when due directly to the official to whom the said taxes or assessments, as the case may be, are required to be paid;

(4) the administrative expenses of the Authority for the Initial Term or the then current Renewal Term, as the case may be, all such administrative expenses to be paid directly to or on the order of the Authority as payment for such expenses becomes due;

(5) any special or extraordinary charges or extraordinary expenses of the Trustee, such extraordinary charges or extraordinary expenses to be paid directly to the Trustee as payment therefor becomes due;

(6) any rebate or other payments required to be made to the United States of America in order that the Warrants be and remain exempt from Federal income taxation; and

(7) all other charges which, if not paid, would form the basis for a charge or lien on the revenues of the Facility, the said charges to be paid directly to the person or persons to whom such charges are due;

provided, that the County shall be entitled to certain credits on the rental herein required to the extent provided in Section 10.2 of the Indenture.

The obligation of the County to pay the rental provided for herein for any fiscal year of the County during which this Lease shall be in effect and to make all other payments provided for herein and to perform and observe the other agreements and covenants on its part herein contained shall be absolute and unconditional, irrespective of any rights of set-off, recoupment or counterclaim it might otherwise have against the Authority. The obligation of the County to pay rent for any term for which the Lease maybe renewed pursuant to the provisions hereof shall not be contingent upon the Facility being placed in service.

Nothing herein contained shall be construed as imposing on the Authority or on the Trustee any duty or responsibility of giving any notice to the County of the amount on deposit in the Warrant Fund, or of the amount of any other credits against rental available to the County, as of any rental payment date, but the Authority will cause the Trustee to respond to any reasonable request that the County may make for such information. Neither the Authority nor the Trustee shall be obligated to give any prior notice to the County of the due date or amount of any installment of rental hereunder (or the date on which any such installment becomes delinquent), and failure to receive any such prior notice, even if customarily given by the Authority or the Trustee, shall not relieve the County of its obligation to pay such installment of rental when it is due and payable.

So long as the Warrants is outstanding, all rental payments due hereunder by the County shall be made directly to the Trustee, for the account of the Authority (except as otherwise specifically provided above in part (c) of this section with respect to certain items of additional rent). The Authority will, promptly following the designation of any successor Trustee under the Indenture, give written notice to the County of the name and location of the principal corporate trust office of such successor Trustee, or it will cause such notice to be promptly given. In the event the due date of any installment of rental payable hereunder is a Sunday or legal holiday in Alabama, such installment shall be due on the next succeeding business day.

Section 5.5 Limited Obligation; Limited to Current Revenues; County Budget .

The obligation on the part of the County to pay the rental required to be paid, and to perform the agreements on the part of the County herein required to be performed during any fiscal year of the County during which this lease is in effect, shall constitute a limited obligation of the County, payable solely out of the revenues and receipts received by the County during the fiscal year of the County during which any such amount is payable. The County intends to cause this Lease to be included within the County budget each fiscal year of the County during which this Lease is in effect.

ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, FOR EACH FISCAL YEAR FOR WHICH THIS LEASE AGREEMENT IS IN EFFECT, THE PAYMENTS AND OBLIGATIONS OF THE COUNTY FOR SUCH FISCAL YEAR SHALL BE PAYABLE SOLELY FROM AND PERFORMED SOLELY OUT OF THE CURRENT REVENUES OF THE COUNTY FOR SUCH FISCAL YEAR.

NOTHING HEREIN CONTAINED, INCLUDING PARTICULARLY, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY REFERENCE TO THE WARRANTS OR THE INDENTURE, SHALL BE CONSTRUED AS IMPOSING UPON THE COUNTY ANY OBLIGATION TO PAY OR OTHERWISE PROVIDE FOR THE RETIREMENT OF ANY OF THE WARRANTS OR TO RENEW THIS LEASE AGREEMENT FOR ONE OR MORE RENEWAL TERMS. THE COUNTY SHALL HAVE NO OBLIGATIONS UNDER THIS LEASE AGREEMENT EXCEPT THOSE SPECIFICALLY PROVIDED FOR HEREIN WITH RESPECT TO THE INITIAL TERM AND ANY RENEWAL TERM FOR WHICH THE COUNTY SHALL HAVE EXERCISED ITS OPTION TO RENEW THE LEASE HEREIN MADE.

Section 5.6 This Lease Not a Debt. The State of Alabama shall not in any manner be liable for any obligations or agreements contained in this Lease. The rental payable and the covenants to be performed by the County under the provisions hereof shall never create a debt of the County within the meaning of Section 224 of the Constitution of the State of Alabama.

Section 5.7 Notice to Trustee of Certain Actions. The County agrees to notify the Trustee in the event that any action is taken or authorized to be taken by or on behalf of the County to cease to occupy the Project in accordance with the provisions of this Lease, such notice to be given within three (3) days following the date on which any such action is taken or authorized to be taken by or on behalf of the County.

Section 5.8 Budgeting of Rental Payments. The County agrees to include in its annual budget funds sufficient to make the rental payments herein required to be made for each fiscal year of the County during which this Lease Agreement is or is intended to be in effect.

ARTICLE VI

MAINTENANCE, TAXES AND INSURANCE

Section 6.1 Maintenance, Additions, Alterations and Improvements. During the Initial Term and any Renewal Term for which this Lease Agreement shall be in effect, the County will, at its own expense, (a) keep the Project in as reasonably safe condition as is reasonable for a public building of such size and character, and (b) subject to the provisions of Section 6.2 hereof, keep the Facility, the Equipment and the other improvements located on the Site in reasonable repair and operating condition (reasonable wear and tear excepted), making from time to time all necessary and proper renewals thereto (including, without limitation, exterior and structural repairs, renewals and replacements); provided

however, that all such renewals, replacement and repairs shall be payable solely out of the current revenues of the County for the fiscal year of the County (or part thereof) corresponding to the Initial Term or any Renewal Term during which the County's obligation to pay such costs and expenses may have accrued; provided, further, that nothing contained in this sentence shall be construed to require the County to make any renewals, repairs or replacements that are elsewhere in this Lease Agreement expressly required to be made by the Authority. The County may, also at its own expense, make any additions, alterations or improvements to the Facility that it may deem desirable for its purposes, that do not adversely affect the structural integrity of any building or other structure forming a part of the Facility, and that will not impair the operating unity of the Facility, substantially reduce its value or change its character as a "project" under the Act; provided that all such additions, alterations or improvements shall

(1) be located wholly within the boundary lines of the Site, or

(2) be located wholly within the boundary lines of other adjacent real property hereafter acquired by the Authority, leased to the County by the Authority and subjected to the demise of these presents and to the lien of the Indenture and with respect to which the Authority and the Trustee have been furnished with an opinion of Counsel or a policy of title insurance satisfactory to each of them to the effect that the Authority has good and marketable title thereto, subject only to the lien of the Indenture and Permitted Encumbrances, or

(3) be located wholly within the boundary lines of the Site and such other adjacent real property.

Any such adjacent real property so subjected to the demise hereof and to the lien of the Indenture shall henceforth be considered, for purposes of this Lease Agreement, as part of the Site. All such additions, alterations and improvements so made by the County shall become a part of the Facility. The County will not, during the Initial Term or any Renewal Term for which the Lease herein made shall be in effect, permit any mechanics' or other liens to stand against the Facility for labor or materials furnished it in connection with any additions, alterations, improvements, repairs or renewals so made by it. During any such term, the County may, however, at its own expense and in good faith, contest any such mechanics' liens or other liens and in the event of any such contest may permit any such liens to remain unsatisfied and undischarged during the period of such contest and any appeal therefrom unless by such action the lien of the Indenture to any part of the Facility shall be endangered or any part of the Facility shall be subject to loss or forfeiture, in either of which events such mechanics' or other liens shall be promptly satisfied.

Section 6.2 Removal of Equipment. The Authority and the County recognize that items of the Equipment may from time to time become inadequate, obsolete, worn-out, unsuitable, undesirable or unnecessary in the operation of the Project. In any instance where the County in its sole discretion determines that any item of Equipment has become inadequate, obsolete, worn-out, unsuitable, undesirable or unnecessary in the operation of the Project,

(a) The County may (if no event of default has occurred and is continuing, without the necessity of any consent or approval by the Authority or the Trustee) remove such item of Equipment from the Site and (on behalf of the Authority) sell, trade in, exchange or otherwise dispose of it without any responsibility or accountability to the Authority or the Trustee therefor, provided that the County substitutes and installs in the Project or on the Site (either by direct payment of the costs thereof or by advancing to the Authority the funds necessary therefor, as hereinafter provided) other equipment or personal property having equal or greater utility (but not necessarily the same value or function) in the operation of the Project for its intended purposes as hereinabove provided, which such substituted equipment or other personal property shall be free of all liens and encumbrances (other than the lien of the

Indenture and Permitted Encumbrances), shall be the sole property of the Authority, shall be and become a part of the Equipment subject to the demise hereof and to the lien of the Indenture, and shall be held by the County on the same terms and conditions as the items originally comprising the Equipment; or

(b) The County may (if no event of default has occurred and is continuing, without the necessity of any consent or approval by the Authority or the Trustee) remove such item of Equipment from the Site and (on behalf of the Authority) sell, trade in, exchange or otherwise dispose of it, without any responsibility or accountability to the Authority or the Trustee therefor and without being required to substitute and install in the Project or on the Site other equipment or personal property in substitution therefor, provided that either (i) such item of Equipment has an individual book value (cost less accumulated depreciation calculated in accordance with generally accepted accounting principles, as determined for financial reporting purposes) of \$10,000 or less as of the date of its removal from the Project, or (ii) all such removed items have an aggregate book value (determined as of the respective dates of their removal) not exceeding \$500,000.

Any of the preceding provisions of this Section 6.2 to the contrary notwithstanding, the County shall not exercise the right to remove items of Equipment in such manner as to impair to a significant and substantial degree the utility or habitability of the Project.

The preceding provisions of this Section 6.2 shall apply only so long as any of the Warrants or any Additional Warrants are outstanding under the Indenture. After payment of all warrants outstanding under the Indenture (including provision for such payment as described in the Indenture), the County may, if in its sole discretion any item of the Equipment has become inadequate, obsolete, worn-out, unsuitable, undesirable or unnecessary in the operation of the Project for its intended purposes, remove such item of Equipment from the Site and (on behalf of the Authority) sell, trade in, exchange or otherwise dispose of it, without any responsibility or accountability to the Authority therefor and without being required to substitute and install in the Project or on the Site other equipment or personal property in substitution therefor and may retain any money or other consideration received by it upon any disposition of any such item of Equipment.

In any case where the County is herein required to purchase, install and substitute in the Project or on the Site any item of equipment, it may, in lieu of purchasing and installing said equipment or other personal property itself, advance to the Authority the funds necessary therefor, whereupon the Authority will purchase and install such equipment in the Project or on the Site.

Nothing contained herein shall prohibit the County, at any time during which it is not in default hereunder, from removing from the Site any equipment that is owned by it or leased by it from third parties and that does not constitute part of the Equipment, provided (1) that such equipment may be removed without adversely affecting the structural integrity of any building or other structure forming a part of the Project or causing any material damage to any such building or structure or to the Site, or (2) that if such removal will result in adversely affecting the structural integrity of any such building or other structure or in causing any material damage to any such building or structure or to the Site, the County promptly after such removal takes such action as is necessary to restore the structural integrity of such building or structure or to repair such damage, as the case may be.

Section 6.3 Taxes, Other Governmental Charges and Utility Charges. The County will pay, as the same respectively become due, (i) all taxes and governmental charges of any kind whatsoever that may lawfully be assessed or levied against or with respect to the Project that may become due and payable during the Initial Term or any Renewal Term for which the Lease herein made shall be in effect (including, without limiting the generality of the foregoing, any taxes levied upon or with respect to the Project which, if not paid, would become a lien on the Project prior to or on a parity with the lien of

the Indenture or a charge on the revenues and receipts therefrom prior to or on a parity with the charge thereon and pledge and assignment thereof to be created and made in the Indenture), (ii) all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Project, and (iii) all assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Project; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the County shall be obligated to pay only such installments as are required to be paid during the Initial Term or during any Renewal Term for which the Lease herein made shall be in effect.

The County may, at its own expense and in its own name and behalf or in the name and behalf of the County, in good faith contest any such taxes, assessments and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless by such action the title of the Authority to any part of the Project shall be materially endangered or the Project or any part thereof shall become subject to loss or forfeiture, in which event such taxes, assessments or charges shall be paid prior to their becoming delinquent. The Authority will cooperate fully with the County in any such contest.

Section 6.4 Insurance. The County will, at all times while this Lease Agreement is in effect, maintain in effect, or cause to be maintained in effect, insurance against loss or damage to the Facility by fire and lightning, with uniform standard extended coverage endorsement limited only as may be provided in the broad form of extended coverage endorsement at the time in use in Alabama,

(a) insurance against loss or damage to the Facility by fire and lightning, with uniform standard extended coverage endorsement limited only as provided in the broad form of extended coverage endorsement at the time in use in the State of Alabama, (i) to such extent as is necessary to provide for full payment of the costs of repairing or replacing the property damaged or destroyed, or (ii) to the extent of the full replacement value of the Facility, whichever of the foregoing (i) or (ii) is the greatest and is available; and

(b) comprehensive public liability insurance for injury or death to third parties or damage to their property as a result of occurrences on or about the Project in an amount not less than \$1,000,000.00.

The County may be self-insured with respect to public liability insurance of the type described in the preceding clause (b) if it creates and continues to maintain (or causes to be created and continuously maintained) separate reserves therefor in amounts which, in the sole discretion of the County, are reasonable.

All policies evidencing the insurance required by the terms of the preceding paragraph shall be taken out and maintained in generally recognized responsible insurance companies, qualified under the laws of the State of Alabama to assume the respective risks undertaken, and may be written with deductible amounts comparable to those on similar policies carried by persons engaged in businesses of the size and type of the County. All such insurance policies, other than those evidencing the insurance required by clause (b) of the preceding paragraph and such other policies or portions thereof as may evidence insurance against liability for injury to persons or property of others, shall name as insureds the Authority, the Trustee and the County (as their respective interests shall appear) and shall contain standard mortgage clauses providing for all losses thereunder to be paid to the Trustee; provided that all losses may, at any time during which this Lease Agreement is in effect, be adjusted by the County, subject to the written approval of the Trustee. Anything herein to the contrary notwithstanding, any insurance required by the provisions hereof may be evidenced by a blanket policy covering risks in addition to those hereby required to be covered, but only if appropriate allocation certificates and loss

payable endorsements are furnished to the Authority and the Trustee.

All policies evidencing the insurance required by the terms of the first paragraph of this Section 6.4 shall contain an agreement on the part of the insurer issuing such policy that the same shall not be cancelled by such insurer unless thirty (30) days' prior written notice of such cancellation shall have been given to the Authority and the Trustee.

All policies evidencing the insurance required to be carried by the preceding provisions of this section (with premiums therefor until and including the then next succeeding September 30 paid in advance) shall be deposited with the Trustee (i) on the effective date of this Lease Agreement [or, in the event that there is then in effect so-called "builder's risk insurance" of the type referred to in the next succeeding paragraph, the earliest date thereafter on which the County is required by the provisions of this section to maintain (or cause to be maintained) the insurance required by the preceding provisions of this section], and (ii) on the first day of each Renewal Term thereafter during which this Lease Agreement is in effect, except that, in lieu of any of such policies, the County may deposit or cause to be deposited with the Trustee a certificate or certificates of the respective insurers attesting the fact that such insurance is in force and effect, with all premiums paid as aforesaid. Prior to the expiration or cancellation of any such policy, the County will furnish or cause to be furnished to the Trustee evidence reasonably satisfactory to the Trustee that such policy has been renewed or replaced by another policy or that there is no necessity therefor under this Lease Agreement.

Any of the provisions of this Lease Agreement to the contrary notwithstanding,

(1) the County shall not, until the Completion Date, be required to maintain (or cause to be maintained) any of the insurance that would otherwise be required hereby so long as there shall be in effect so-called "builder's risk insurance" substantially equivalent to the insurance that would otherwise be required to be maintained by the County hereunder, it being understood and agreed, however, that if at any time prior to the Completion Date no such "builder's risk insurance" is in effect, the County shall be required to maintain (or cause to be maintained) insurance of the type and character referred to in the preceding provisions of this Section 6.4; and

(2) any proceeds derived from any such "builder's risk insurance" shall be applied as provided in the related construction contract.

Section 6.5 Advances by Authority or Trustee. In the event the County fails during the Initial Term or any Renewal Term for which this Lease Agreement shall be in effect, to take out or maintain the full insurance coverage required by this Lease Agreement or fails to keep the Facility in a safe condition as is reasonable for a facility of such size and character or the Facility, the Equipment and the other improvements located on the Site in reasonable repair and operating condition, the Authority or the Trustee, after first notifying the County of any such failure on its part and after the subsequent failure by the County to take out or maintain such insurance or to take action reasonably calculated to keep the Facility in a safe condition as is reasonable for a facility of the size and character of the Facility or the Facility, the Equipment and the other improvements located on the Site in reasonable repair and operating condition, may (but shall not be obligated to) take out the required policies of insurance and pay the premiums on the same or make such repairs, renewals and replacements as may be necessary to maintain the Facility in as reasonably safe condition as the County's operations permit and the Facility, the Equipment and the other improvements located on the Site in reasonable repair and operating condition, respectively; and all amounts so advanced therefor by the Authority or the Trustee shall become an additional obligation of the County to the Authority or to the Trustee, as the case may be, which amounts, together with interest thereon at the rate of ten per cent (10%) per annum from the date thereof, the County will pay; provided, that any such additional obligation of the County shall be payable

solely out of the current revenues of the County for the fiscal year of the County during which such obligation shall be incurred. Any remedy herein vested in the Authority or the Trustee for the collection of rental payments shall also be available to the Authority and the Trustee for the collection of all such amounts so advanced.

ARTICLE VII

PROVISIONS RESPECTING DAMAGE, DESTRUCTION AND CONDEMNATION

Section 7.1 Damage and Destruction Provisions. If the Facility or any of the Equipment is destroyed, in whole or in part, or is damaged, by fire or other casualty, the County will promptly so notify the Trustee in writing. If, in such event, the County is not entitled to exercise its right to require the Authority to redeem and retire all the then outstanding Warrants granted in Section 11.1 hereof or if, in such event, being entitled to, it does not exercise such option, the Net Insurance Proceeds shall be paid to and held by the Trustee (or, if the Warrants have been fully paid, the Authority), whereupon

(i) the Authority will proceed, as promptly as practicable under the circumstances and under such terms, conditions and contracts as shall be approved by the County, to repair, rebuild or restore the property damaged or destroyed to substantially the same condition as prior to the event causing such damage or destruction, with such changes, alterations and modifications as shall be specified by the County and as will not change the character of the Facility as a "project" under the Act; provided, that the County shall not cause any such changes, alterations or modifications to be made which would cause the costs of repairing, replacing, rebuilding or restoring the property damaged or destroyed to exceed the Net Insurance Proceeds referable thereto, unless the County pays, or provides funds to the Authority for payment of, the amount by which such costs exceed such insurance proceeds, and

(ii) the Trustee will apply the Net Insurance Proceeds to payment of the costs of such repair, rebuilding or restoration.

Any balance of the Net Insurance Proceeds remaining after payment of all the costs of such repair, rebuilding or restoration shall be paid into the Warrant Fund and applied to the redemption of Warrants on the earliest date on which they are by their terms subject to redemption.

The Authority's obligation to pay costs of repairing, restoring or rebuilding any property damaged or destroyed shall be limited solely to the Net Insurance Proceeds referable thereto, plus any funds that may be contributed for such purpose. If, after being furnished with the necessary funds (whether from insurance proceeds or from other sources), the Authority fails or refuses after reasonable request so to take any action required to repair, rebuild or restore the property damaged or destroyed, the County may, for and in the name and behalf of the Authority, take such action as is required to accomplish such repair, rebuilding or restoration, in which case it shall be entitled to reimbursement for the costs thereof from the funds referred to above, to the extent such funds are sufficient therefor. In no event shall the Authority undertake the work of any repair, rebuilding or restoration unless and until (i) it has been notified in writing by the County that the County irrevocably relinquishes any right it may have, on account of such damage or destruction, to exercise the option granted in Section 11.1 hereof to require the Authority to redeem and retire all then outstanding Warrants, or (ii) the time within which the County must exercise such option has expired without the County having exercised such option. If, however, as a result of such damage or destruction, the County is entitled to exercise such option and duly does so in accordance with the applicable provisions of said Section 11.1, the Authority shall not be required to repair, rebuild or restore the property damaged or destroyed, in which event so much (which may be all) of any Net Insurance Proceeds referable to such damage or destruction as shall be necessary to provide for full retirement of the Warrants (as specified in Section 11.1 hereof) shall be paid or credited by the

Trustee into the Warrant Fund and the excess thereafter remaining (if any) shall be paid to the County after retirement of all outstanding Warrants.

Section 7.2 Condemnation Provisions. If the Facility or any part thereof is taken under the exercise of the power of eminent domain by any governmental authority or person, firm or corporation acting under governmental authority, the entire condemnation award referable to the Facility shall be paid to the Trustee and applied as hereinafter provided:

(a) Taking of All or Substantially All the Facility. If title to all or substantially all the Facility is taken by such eminent domain proceeding, this Lease Agreement shall terminate as of the date the condemning authority enters into possession of the Facility. If the Net Condemnation Award plus all amounts in the Warrant Fund and the Construction Fund (if any) are sufficient to pay and retire all the then outstanding Warrants, the Trustee shall take such action as may be necessary under the provisions of Article VI of the Indenture to call for redemption all the outstanding Warrants on the forty-fifth (45th) day after the condemning authority enters into possession of the Facility or after the receipt by the Trustee of the entire final condemnation award, whichever is later, and the Trustee shall segregate and set aside in the Warrant Fund (out of moneys therein, in the Construction Fund and the Net Condemnation Award) all moneys that may be available to provide for retirement of the Warrants. Any balance of the said moneys remaining after full payment of all the outstanding Warrants shall be paid to the County. If, however, the total of such amounts is not sufficient to pay and retire all the then outstanding Warrants, the Trustee will apply such amounts in accordance with Section 14.3 of the Indenture.

The County shall not, on account of being deprived of the use and occupancy of the Facility as the result of the taking by eminent domain of all or substantially all thereof, be entitled to any rebate of any Basic Rent applicable to the Initial Term or any Renewal Term that it may have, prior to such taking, paid to the Trustee for the account of the Authority. If, however, the sum of the Net Condemnation Award and the amounts in the Warrant Fund and the Construction Fund (if any) exceeds the sum needed to retire all the then outstanding Warrants (including, without limitation thereto, principal, premium (if any), interest to maturity or earliest practicable redemption date (as the case may be), expenses of redemption and Trustee's fees, charges and disbursements) in accordance with the applicable provisions of the Indenture, then such excess shall be paid to the County after all the then outstanding Warrants have been retired.

(b) Taking of Less Than All or Less Than Substantially All the Facility. If title to less than all or less than substantially all the Facility is taken by such eminent domain proceeding, this Lease Agreement (including, without limitation, the options of the County to renew the Lease herein made for successive Renewal Terms and the obligation of the County to pay the Basic Rent applicable to the Initial Term and all Renewal Terms for which said Lease shall be in effect) shall continue in full force and effect but with the following consequences;

(1) If no part of the Facility is taken or damaged and if in the County's opinion the use of the Facility is not impaired by such taking, the Net Condemnation Award referable thereto shall be paid into the Warrant Fund and applied to the redemption of Warrants on the earliest date on which they are by their terms subject to redemption.

(2) If any part of the Facility is taken or damaged or if in the County's opinion the use of the Facility is impaired by such taking, the Authority will proceed, as promptly as practicable under the circumstances and upon such terms as shall be approved in writing by the County, to repair, rebuild or restore the portion or portions of the Facility taken or damaged or to rearrange the Facility and any other facilities then forming a part of the Facility so as to make them suitable for the use of the County (provided that the County shall not prescribe terms and conditions for such repair, replacement,

rebuilding, restoration or rearrangement which would cause the costs thereof to exceed the Net Condemnation Award referable to such taking unless the County pays, or provides for the payment of, the amount by which such costs exceed such condemnation award) and the Trustee will apply the Net Condemnation Award referable to such taking to payment of the costs of such repair, rebuilding, restoration or rearrangement. If the Net Condemnation Award is in excess of the costs of such repair, rebuilding, restoration or rearrangement, the excess shall be paid into the Warrant Fund and applied to the redemption of Warrants on the earliest date on which they are by their terms subject to redemption. The Authority's obligation to pay the costs of such repair, replacement, rebuilding, restoration or rearrangement shall be limited solely to the Net Condemnation Award, plus any funds that may have been contributed to it for such purpose. If, after being furnished with the necessary funds (whether from condemnation proceeds or from other sources), the Authority fails or refuses after reasonable request so to repair, rebuild or restore the Facility or to rearrange the facilities forming a part of the Facility so as to make them suitable for the use by the County, the County may, for and in the name and behalf of the Authority, perform the work of such repair, rebuilding, restoration or rearrangement, in which case it shall be entitled to reimbursement for the costs thereof from the funds referred to above, to the extent that such funds are sufficient therefor. The preceding provisions of this subparagraph (2) to the contrary notwithstanding, in no event shall the Authority undertake the work of any repair, rebuilding, restoration or rearrangement thereunder unless and until (A) it has been notified in writing by the County that the County irrevocably relinquishes any right it may have, on account of such condemnation, to exercise the option to require the Authority to redeem and retire all the then outstanding Warrants granted in Section 11.1 hereof, or (B) the time within which the County must exercise such option has expired without the County having exercised such option. If, however, as result of such taking, the County is entitled to exercise such option and duly does so in accordance with the applicable provisions of said Section 11.1, then the Authority shall not be required to repair, rebuild or restore the Facility or to rearrange the portion or portions of the Facility so damaged or taken nor shall any of the other said provisions of this subparagraph (2) apply in such case, and so much (which may be all) of the Net Condemnation Award referable to such taking as may be necessary to provide for full payment and retirement of the Warrants (as specified in Section 11.1 hereof) shall be paid or credited by the Trustee into the Warrant Fund and the excess thereafter remaining (if any) shall be paid to the County after all the outstanding Warrants have been retired.

The Authority will cooperate fully with the County in the handling and conduct of any prospective or pending condemnation proceeding with respect to the Facility or any part thereof and will follow all reasonable directions given to it by the County in connection with such proceeding. In no event will the Authority settle, or consent to the settlement of, any prospective or pending condemnation proceeding with respect to the Facility or any part thereof without the prior written consent of the County.

Section 7.3 County Obligations Upon Event of Damage or Condemnation. In the event of damage to or destruction of the Facility or any part thereof or the taking of less than all or less than substantially all the Facility through eminent domain proceedings, the County shall not be or become obligated to pay, or to make any arrangements for the payment of, any of the costs of repairing, replacing, rebuilding or restoring the property damaged, destroyed, or taken or any of the costs of rearranging the Facility or any other facilities then forming a part of the Facility, nor shall it be or become obligated to renew the Lease herein made for any Renewal Terms commencing after the occurrence of such damage, destruction or taking, and the exercise by the County of any of its rights hereunder (including, without limiting the generality of the foregoing, its exercise of the right herein granted to have such repair, replacement, rebuilding, restoration or rearrangement carried out in accordance with its requirements) shall not be deemed to impose any obligations, either direct or consequential, on the County in connection with any such repair, replacement, rebuilding, restoration or rearrangement that may be undertaken by the Authority. If such damage, destruction or taking occurs during the Initial Term or any Renewal Term for which the Lease herein made shall be in effect, then in such event the County shall remain obligated to

pay the entire Basic Rent applicable to such term, even though it may be deprived of the use and occupancy of the whole or any part of the Facility during the remainder of such term. If prior to the occurrence of such damage, destruction or taking, the County shall have renewed the Lease herein made for a Renewal Term that commences after such occurrence, the County shall not be entitled to any rebate of any portion of the Basic Rent applicable to such term that it may have theretofore paid and it shall remain obligated to pay the entire Basic Rent applicable to such term, even though it may be deprived of the use and occupancy of the whole or any part of the Facility during the whole or any part of such term. If, after the occurrence of such damage, destruction or taking, the County exercises its option to renew the Lease herein made for any Renewal Term, it shall not be entitled to any reduction in the Basic Rent for such Renewal Term because during all or part thereof it may have been deprived of the use and occupancy of the Facility, in whole or in part, as a result of the Facility or any other facilities then forming a part of the Facility not having been restored to a usable condition.

Section 7.4 Condemnation of Right to Use of Facility for Limited Period. If the use, for a limited period, of all or part of the Facility is taken by any such eminent domain proceeding, this Lease Agreement (including, without limitation, the options of the County to renew the Lease herein made for successive Renewal Terms and the obligation of the County to pay the Basic Rent applicable to the Initial Term and all Renewal Terms for which said Lease shall be in effect) shall, unless as a result thereof the County is entitled to exercise the option to require the Authority to redeem all then outstanding Warrants granted in Section 11.1 hereof and duly does so in accordance with the provisions of said Section 11.1, continue in full force and effect, but with the consequences specified in the remaining provisions of this Section 7.4.

If such taking occurs during the Initial Term or any Renewal Term for which the Lease herein made shall be in effect, the County shall remain obligated to pay the entire Basic Rent applicable to such term, even though it may be deprived of the use and occupancy of the Facility for all or any part of the remainder of such term. If, prior to such taking, the County shall have renewed the Lease herein made for a Renewal Term that commences after such taking, the County shall not be entitled to any rebate of any portion of the Basic Rent applicable to such term that it may have therefore paid and it shall remain obligated to pay the entire Basic Rent applicable to such term, even though it may be deprived of the use and occupancy of the whole or any part of the Facility during the whole or any part of such term. If, after such taking, the County shall exercise its option to renew the Lease herein made for any Renewal Term, it shall not be entitled to any reduction in the Basic Rent applicable to such Renewal Term for any portion of such term (which may be all) during which it may be deprived of the use and occupancy of the Facility, in whole or in part, because of the continuation of such taking. The County and the Authority will deposit in the Warrant Fund, or will cause to be deposited therein, the total of all condemnation awards that may, from time to time, be made to either or both of them as compensation for the taking of the use by or interest in the Facility of either of them, whether by way of damages, rent or otherwise, and all condemnation awards referable to such taking that are deposited in the Warrant Fund (whether initially received by the County, the Authority or the Trustee) shall be available as a credit on the Basic Rent payable by the County for any Renewal Term beginning after the deposit of such awards in the Warrant Fund. If such taking ends during the Initial Term or any Renewal Term for which the Lease herein made shall be in effect, the County shall restore the Facility as nearly as practicable to the condition existing immediately prior to such taking, with such changes, alterations and modifications as will not change the character of the Facility as a "project" under the provisions of the Act; provided, however, that all costs and expenses that the County may be obligated to pay with respect to such restoration shall be payable solely out of the current revenues of the County for the fiscal year of the County during which such taking ends.

Section 7.5 Condemnation of County-Owned Property. In the event the Facility or any part thereof is taken through eminent domain proceedings, the County shall be entitled to any

condemnation award or portion thereof made for damages to or takings of its own property, as well as all other sums awarded as compensation for the interest of the County in the part of the Facility taken and as damages to the interest of the County in any part thereof not taken (excluding, however, compensation and damages referable to the County's use of or interest in the Facility in the event of a taking of the Facility or any part thereof for a limited period), but there shall be deducted therefrom, or paid directly by the County, all attorneys' fees and other expenses incurred in connection with the receipt of such award or sum or portion thereof.

ARTICLE VIII

PARTICULAR COVENANTS OF THE COUNTY

Section 8.1 General Covenants. The County will not do or permit anything to be done on or about the Project that will affect, impair or contravene any policies of insurance that may be carried on the Project or any part thereof against loss or damage by fire, casualty or otherwise. The County will, in the use of the Facility and the Equipment and the public ways abutting the Site, comply with all applicable lawful requirements of all governmental bodies.

Section 8.2 Release and Indemnification Covenants. The County releases the Authority from, covenants that the Authority shall not be liable for, and agrees to hold the Authority harmless against, any loss or damage to property or any injury to or death of any person that may be occasioned on account of any defect in the Facility, including any expenses incurred by the Authority in connection with the defense of any claim against it arising out of any such loss, damage, injury or death; provided, however, that the County shall have no liability pursuant to this Section 8.2 unless such liability shall be fixed, both as to the obligation of the County to pay such liability and as to the amount thereof, during the Initial Term on any Renewal Term for which this Lease Agreement shall be in effect; provided further that any liability of the County pursuant to this Section 8.2 shall be payable solely out of the current revenues of the County for the fiscal year of the County during which such liability becomes so fixed; provided further that nothing herein contained shall be construed to indemnify the Authority against, or to release the Authority from liability for, any loss or damage that may result from wanton misconduct on the part of the Authority or from its own intentional wrongful acts. The County will provide for and insure, pursuant to the public liability provisions of Section 6.4 hereof, not only its own liability in respect of the matters there mentioned but also the liability assumed pursuant to this Section 8.2. The Authority will not, without the prior written consent of the County, settle or consent to the settlement of any prospective or pending litigation for which the County is or may be obligated, under the provisions of this Section 8.2, to indemnify the Authority, and the County shall have full and complete control of any such litigation, including (without limitation) the right to select counsel for the Authority.

Section 8.3 Inspection of Facility. The County will permit the Authority, the Trustee and their duly authorized agents at all reasonable times to enter upon, examine and inspect the Facility. So long as any of the Warrants are outstanding and unpaid, the County will also permit the Trustee and its duly authorized agents to take such action as may be necessary and convenient to cause the Facility to be kept in as reasonably safe condition as is reasonable for a public building of the size and character of the Facility and the Equipment and the other improvements on the Site to be kept in reasonable repair and operating condition, all as and to the extent provided in Sections 6.1 and 6.5 hereof.

Section 8.4 Further Assurances. The County will, at its own cost and expense, take all actions that may at the time and from time to time be necessary to perfect, preserve, protect and secure the interests of the Authority and the Trustee, or either, in and to the Facility, including, without limitation, the filing of all financing and continuation statements. The County further agrees, without in

any way limiting the generality of the foregoing, to take any and all such actions that in the judgment of the Authority or the Trustee are necessary for the perfection, preservation, protection and securing of such interests.

Section 8.5 Concerning Certain Actions Under the Indenture. The County will not issue, or permit to be issued on its behalf, any instructions for the investments of any moneys in the Construction Fund or the Warrant Fund created in the Indenture if, as a result of any such investment being made in accordance therewith, the Warrants would be considered "arbitrage bonds" within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended.

Section 8.6 Concerning Issuance of Additional Warrants. The County and the Authority recognize that under the provisions of the Indenture, the Authority is authorized to issue one or more series of Additional Warrants on a parity with the Warrants, for certain purposes, provided that the conditions precedent specified in the Indenture are complied with. If the County is not in default hereunder, the Authority will, on the written request of the County and upon being furnished by the County with the documentation required therefor in subsections (c) and (d) of Section 8.2 of the Indenture, take such actions as are necessary to authorize the issuance and sale of such amount of Additional Warrants as is specified in such request and will use its best efforts to effect the sale thereof; provided that the interest rate or rates to be borne by such Additional Warrants and the purchase price to be paid therefor are approved in writing by the County.

Section 8.7 Concerning the Code. The County and the Authority recognize that the Internal Revenue Code of 1986 (the "Code") imposes certain conditions to the exemption from Federal income taxation of the interest income on the Warrants. Accordingly, the County and the Authority agree that each will continuously comply with all requirements imposed by the Code as a condition to the exemption from Federal income taxation of the interest income on the Warrants. Without in anyway limiting the generality of the foregoing, the County and the Authority

(a) covenant and agree that neither will take any action, or fail to take any action, which would cause the interest on any of the Warrants to be or become subject to inclusion in gross income for federal income tax purposes;

(b) will not permit the gross proceeds of the Warrants to be invested or reinvested in a manner that would cause the Warrants to "arbitrage bonds" within the meaning of Section 148 of the Code, and will make timely rebate payments to the United States of America as required by Section 148(f) of the Code; and

(c) will not apply or caused to be applied the proceeds of the Warrants that would cause any of the Warrants to be "private activity bonds" within the meaning of the Code, and will further not permit and federal prisoners to be housed at the Facility, and will further not enter into any agreement with any private party, including the federal government, with respect to the use of the Facility or the Project that would jeopardize the tax-exempt status of the Warrants. The County specifically covenants and agrees with the Authority that no federal prisoners will be housed at the Facility and that all federal prisoners held by the County will be held at a different facility of the County, for which there is currently much more than adequate space available.

Section 8.8 Certain Limitation on Acquisition and Use of Similar Facilities. The County agrees that it will not hereafter acquire, construct, lease or use any space (including specifically any space now or hereafter owned or leased by the County) in or about the County for the same purpose for which the Facility is intended to be used, except pursuant to a Supplemental Lease Agreement entered into between the County and the Authority pursuant to the Indenture.

Section 8.9 Use of Building. During the term of the Lease Agreement, the County will, in the use of the Facility, comply in all material respects with all lawful requirements of all governmental bodies and will not do or permit anything to be done that will impair or contravene any policies of insurance carried with respect to the Facility.

If any space in the Facility becomes vacant after acquisition of the Facility by the Authority, then until such time as all vacant space in the Facility shall have been utilized, neither the County nor any officer, department or agency thereof shall thereafter enter into any rental agreement, or renew any existing rental agreement for other space in or about Baldwin County, Alabama to be used for the same purpose for which such vacant space in the Facility is capable of being used.

ARTICLE IX

CERTAIN PROVISIONS RELATING TO ASSIGNMENT AND MORTGAGING AND TO THE WARRANTS

Section 9.1 Mortgaging of Facility by Authority. It is understood and agreed that the Authority will mortgage, on a non-foreclosable basis, the Facility to the Trustee as security for the payment of the Warrants, subject to this Lease Agreement (which Lease Agreement and the estate of the County hereunder shall be prior and superior to the lien of the Indenture), and will assign its interest in and pledge any moneys receivable under this Lease Agreement to the Trustee as security for payment of the principal of and the interest and premium (if any) on the Warrants. The County hereby agrees to such mortgage and assignment and understands that such mortgage and assignment shall not be foreclosable. It is further understood and agreed that the Authority will in the Indenture obligate itself to follow the instructions of the Trustee or the holders of the Warrants or a certain percentage thereof in the election or pursuit of any remedies herein vested in it. Upon the assignment and pledge to the Trustee of the Authority's interest in this Lease Agreement, the Trustee shall have all rights and remedies herein accorded the Authority and any reference herein to the Authority shall be deemed, with the necessary changes in detail, to include the Trustee, and the Trustee and the holders of the Warrants shall be deemed to be third party beneficiaries of the covenants and agreements on the part of the County herein contained. Subsequent to the issuance of the Warrants and prior to their payment in full, the Authority and the County shall have no power to modify, alter, amend or (except as specifically authorized herein) terminate this Lease Agreement without the prior written consent of the Trustee and then only as provided in the Indenture. The Authority will not, so long as the County is not in default hereunder, amend the Indenture or any indenture supplemental thereto without the prior written consent of the County.

Without the prior written consent of the County, the Authority will not, at any time while the County is not in default hereunder, hereafter issue any warrants, notes, or other securities (including refunding securities), other than the Warrants and any Additional Warrants, that are payable out of or secured by a pledge of the revenues and receipts derived by the Authority from the leasing or sale of the Facility, nor, without such consent, will the Authority, at any time while the County is not in default hereunder, hereafter place any mortgage or other encumbrance (other than the Indenture and supplemental indentures contemplated thereby) on the Facility or any part thereof. Neither the Authority nor the County will unreasonably withhold any consent herein or in the Indenture required of either of them.

Section 9.2 References to Warrants Ineffective After Warrants Paid. Upon full payment of the Warrants, all references in this Lease Agreement to the Warrants and the Trustee shall be ineffective and neither the Trustee nor the holders of any of the Warrants shall thereafter have any rights hereunder. For purposes of this Lease Agreement, any of the Warrants shall be deemed fully paid if there exist, with respect thereto, the applicable conditions specified in Section 17.1 of the Indenture.

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES

Section 10.1 Events of Default Defined. The following shall be "events of default" under this Lease Agreement, and the terms "event of default" or "default" shall mean, whenever they are used in this Lease Agreement, any one or more of the following events:

(a) Failure by the County to pay the Basic Rent applicable to the Initial Term or any Renewal Term for which the Lease herein made shall be in effect, or the fees, charges or disbursements of the Trustee for its services, which failure shall result in funds not being available in the Warrant Fund sufficient to pay the principal of and interest on the Warrants on any Interest Payment Date; or

(b) Failure by the County to perform or observe any of its other agreements or covenants contained in this Lease Agreement, which failure shall have continued for a period of thirty (30) days after written notice specifying, in reasonable detail, the nature of such failure and requiring the County to perform or observe the agreement or covenant with respect to which it is delinquent shall have been given to the County by the Authority or the Trustee, unless (i) the Authority and the Trustee shall agree in writing to an extension of such period prior to its expiration, or (ii) during such thirty (30) day period or any extension thereof, the County has commenced and is diligently pursuing appropriate corrective action, or (iii) the County is by reason of force majeure at the time prevented from performing or observing the agreement or covenant with respect to which it is delinquent; or

(c) The filing by the County of a voluntary petition in bankruptcy, or failure of the County promptly to lift any execution, garnishment or attachment of such consequences as will impair operations at the Building, the seeking of or consenting to or acquiescing by the County in the appointment of a receiver of all, or substantially all, of the property thereof or of the Building or the adjudication of the County as a bankrupt, or any assignment by the County for the benefit of its creditors; or

(d) An event of default under the Indenture.

The term "force majeure" as used in subsection (b) of this section means acts of God or the public enemy, strikes, labor disputes, lockouts, work slowdowns or stoppages or other industrial disturbances, insurrections, riots or other civil disturbances, orders of the United States of America, the State of Alabama or any department, agency or political subdivision of either thereof, or of other civil or military authority, or partial or entire failure of public utilities.

Section 10.2 Remedies on Default. Whenever any such event of default shall have happened and be continuing, the Authority and the Trustee (or the Trustee on behalf of the Authority), with the written consent of the Insurer, may take any one or more of the following remedial actions:

(a) take possession of the Building and rent all or any part thereof for the account of the County for the remainder of the Initial Term or Renewal Term, holding the County liable for the balance

due under this Lease Agreement;

(b) terminate the Lease Agreement, take possession of the Building and lease the same for the account of the Authority, holding the County liable for all rent and other amount due under this Lease Agreement to the date such other lease is made for the account of the Authority;

(c) declare all installments of Basic Rent payable for the remainder of the Initial Term or Renewal Term immediately due and payable; and

(d) take whatever other actions at law or in equity may appear necessary or desirable to collect the rent then due or to enforce any obligation, covenant or agreement of the County under this Lease Agreement.

Section 10.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Authority or the Trustee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority or the Trustee to exercise any remedy reserved to it in this Article X, it shall not be necessary to give any notice, other than such notice as is herein expressly required.

Section 10.4 No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Lease Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. Further, neither the receipt nor the acceptance of rental hereunder by the Authority, or by the Trustee on its behalf, shall be deemed to be a waiver of any breach of any covenant or condition herein contained even though at the time of such receipt or acceptance there has been a breach of one or more covenants or conditions on the part of the County herein contained and the Authority or the Trustee (or both) have knowledge thereof.

ARTICLE XI

RIGHT OF COUNTY TO REQUIRE REDEMPTION OF WARRANTS

Section 11.1 Right to Require Authority to Redeem Warrants in Certain Circumstances. The County shall have, and is hereby granted, the right to require the Authority to effect the redemption and retirement of all the Warrants pursuant to Section 7.2 of the Indenture. To exercise such option, pursuant to Section 7.2(b), the County

(i) shall, within sixty (60) days following the event authorizing the exercise of such right under Section 7.2(b), give written notice to the Authority and the Trustee,

(ii) shall specify therein the date of redemption, which shall be not less than forty-five (45) nor more than ninety (90) days after the date such notice is mailed, and

(iii) shall five (5) days prior to the date fixed for redemption pursuant to the preceding clause (ii) pay to the Trustee (for the account of the Authority), as consideration for the exercise of the right to require the redemption and retirement of the Warrants, an amount which, when added to the total of the amounts on deposit in the Warrant Fund, the Reserve Fund and the Construction

Fund plus the amount of any Net Insurance Proceeds or Net Condemnation Award in the hands of the Trustee and referable to the damage, destruction or condemnation authorizing the exercise of such right, will be sufficient to pay, retire and redeem all the outstanding Warrants on the said date fixed for redemption, including, without limitation, principal, premium (if any), all interest to mature until and on such date, expenses of redemption and Trustee's reasonable fees, charges and disbursements;.

In the event that at the time of the exercise of any right herein granted, there have not been collected by the Authority, the Trustee or the County the entire insurance proceeds or condemnation award referable to any damage, destruction or condemnation authorizing the exercise of such option, all Net Insurance Proceeds and all Net Condemnation Awards thereafter collected and referable to such damage, destruction or condemnation shall be paid to the County, and the Authority will take all actions necessary to cause the amount of any such award or proceeds to be paid to the County. The provisions of this paragraph shall survive the expiration of the term of this Lease Agreement or any termination hereof unless at the time of such expiration or termination the County is in default hereunder.

Section 11.2 Authority to Cause Warrants to be Redeemed. In the event the County is entitled to, and does elect to cause the Warrants to be redeemed and retired pursuant to Section 11.1, the Authority agrees to take or cause to be taken all actions required to be taken pursuant to the Indenture to cause the Warrants to be redeemed and retired.

ARTICLE XII

MISCELLANEOUS

Section 12.1 Limited Effect of Lease on Obligation of County. Neither the execution and delivery of this Lease Agreement nor any other actions taken by the County in connection with the issuance and sale of the Warrants shall obligate the County to renew this Lease Agreement for any Renewal Term following the Initial Term.

Section 12.2 Assignment. This Lease Agreement will be assigned and pledged by the Authority as security for the Warrants to be issued to finance the construction of the Facility and the acquisition of the items of Equipment. This Lease Agreement shall not be assigned by the County, and any instrument purporting or attempting to assign the interest of the County hereunder shall be void.

Section 12.3 Termination of the Lease Upon Full Payment of Warrants. Vesting of Title to Facility in County Upon full payment of the Warrants. (a) All references in this Lease Agreement to the Warrants and the Trustee shall be ineffective, and neither the Trustee nor the holders of any of the Warrants shall thereafter have any rights under this Lease Agreement, and this Lease Agreement shall terminate upon full payment of the Warrants. For purposes of this Lease Agreement, the Warrants shall be deemed fully paid if there exist with respect thereto the applicable conditions specified in Section 17.1 of the Indenture.

(b) The Authority and the County hereby acknowledge that the Act provides, as of the time of the delivery of this Lease Agreement, that in the event the Authority shall at any time have outstanding and unpaid warrants payable, in whole or in part, from the revenues derived from the Project, then, as and when the principal of and interest on all such warrants shall have been paid in full, title to the Project shall thereupon vest in the County. In order to conform this Lease Agreement to the aforesaid provision of the Act and in order to establish the County's right to the Project if, at such time as the Warrants shall have been fully paid, the Act does not then automatically vest title to the Project in the County, the Authority hereby conveys to the County all the Authority's right, title and interest in and to the Project, said right, title and interest to vest absolutely in the County upon full payment of the Warrants

and all other indebtedness of the Authority secured (in whole or in part) by a lien on the Project or payable (in whole or in part) out of the revenues derived by the Authority therefrom. The Authority and the County hereby further agree that the right, title and interest of the Authority in and to the Project shall, without further action on the part of the Authority, automatically vest in the County upon full payment of the Warrants and such other indebtedness. In no event, however, shall the County be entitled to claim or enforce any rights in the Project pursuant to the aforesaid conveyance by the Authority which would in any way impair the rights of the Trustee, the holders of any of the Warrants, or any creditors of the Authority with respect to any other indebtedness. The estate of the County created by such conveyance is in the nature of a contingent remainder, and such estate shall not merge with the lease estate of the County created by the Lease until all conditions precedent to its vesting shall have been satisfied, including, without limitation thereto, the satisfaction and discharge of the lien of the Indenture in accordance with the provisions of Section 17.1 of the Indenture. The Authority will, at the expense of the County, execute and deliver such further instruments and do such further acts as may be necessary or appropriate to perfect and secure the title of the County to the Project, if and when the County's right thereto vests absolutely pursuant to the provisions of this paragraph. The provisions of this paragraph shall survive any termination of the Lease resulting from the full payment of the Warrants. If, upon full payment and retirement of all the Warrants, any moneys then remain in any of the special funds created in the Indenture, and if the Lease remains in effect until the full payment and retirement of all the Warrants and the County is not then in default under the Lease, the Authority will cause the Trustee to pay all such moneys to the County, and the Authority hereby assigns all such moneys to the County.

Section 12.4 Amendment of Lease Agreement Any amendment of this Lease Agreement must comply with the applicable provisions of the Indenture.

Section 12.5 Binding Effect. This Lease Agreement shall inure to the benefit of and shall be binding upon the Authority, the County and their respective successors and assigns.

Section 12.6 Severability. In the event that any provision of this Lease Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed and construed to be severable from the remaining provisions of this Lease Agreement, with the intended result that such holding shall not invalidate or render unenforceable any other provisions of this Lease Agreement.

IN WITNESS WHEREOF, the Authority has caused this Lease Agreement to be executed by its President, has caused its corporate seal to be hereunto affixed, and has caused this Lease Agreement to be attested by its Secretary/Treasurer, both of whom are hereunto duly authorized, and the County has caused this Lease Agreement to be executed by its Chairman, has caused its corporate seal to be hereunto affixed, and has caused this Lease Agreement to be attested by its County Administrator, both of whom are hereunto duly authorized.

**THE PUBLIC BUILDING
AUTHORITY OF BALDWIN COUNTY**

By _____
Its President

SEAL

Attest:

Its Secretary/Treasurer

BALDWIN COUNTY, ALABAMA

By _____
Chairman

SEAL

Attest:

County Administrator

STATE OF ALABAMA

COUNTY OF BALDWIN

I, a Notary Public in and for said county in said state, hereby certify that _____, whose name as President of THE PUBLIC BUILDING AUTHORITY OF BALDWIN COUNTY, a public corporation and instrumentality under the laws of the State of Alabama, 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 officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal of office, this ____ day of _____, 2020.

James T. Birchall, Notary Public

My commission expires _____

(NOTARIAL SEAL)

STATE OF ALABAMA

COUNTY OF BALDWIN

I, a Notary Public in and for said county in said state, hereby certify that Billie Jo Underwood, whose name as Chairman of BALDWIN COUNTY, ALABAMA, a political subdivision in the State of Alabama, 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, she, as such officer and with full authority, executed the same voluntarily for and as the act of said municipal corporation.

Given under my hand and official seal of office, this ____ day of _____, 2020.

James T. Birchall, Notary Public

My commission expires _____

(NOTARIAL SEAL)

EXHIBIT A

THE SITE

[to be added]

EXHIBIT B

LEASE RENTAL

[to be added]

This instrument was prepared by
and after recording return to:

Lee Birchall
Bradley Arant Boult Cummings LLP
One Federal Place
1819 5th Avenue North
Birmingham, Alabama 35203

STATE OF ALABAMA)
 :
COUNTY OF BALDWIN)

STATUTORY WARRANTY DEED

THIS STATUTORY WARRANTY DEED executed and delivered this 18th day of February, 2020, by **BALDWIN COUNTY, ALABAMA**, a political subdivision existing under the laws of the State of Alabama (the "Grantor"), to **THE PUBLIC BUILDING AUTHORITY OF BALDWIN COUNTY**, a public corporation existing under the laws of the State of Alabama (the "Grantee").

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the sum of Ten and no/100 Dollars (\$10.00) in hand paid by Grantee to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor does by these presents grant, bargain, sell and convey unto Grantee that certain real property situated in Baldwin County, Alabama, particularly described as follows (the "Property"):

See Exhibit "A" attached hereto and made a part hereof.

TOGETHER WITH all the rights, tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

This conveyance is subject to all easements, restrictions and encumbrances of record and all taxes for the year 2020 and subsequent years, not yet due and payable.

TO HAVE AND TO HOLD, to the said Grantee, its successors and assigns forever.

The Grantor hereby covenants and agrees with Grantee, its successors and assigns, that the Grantor, its successors and assigns, will warrant and defend the Property against the lawful claims (unless otherwise noted above) of all persons claiming by, through, or under the Grantor, but not further or otherwise.

Pursuant to the provisions of the Code of Alabama § 40-22-1 (1975), the following information is offered in lieu of submitting Form RT-1:

Grantor's Name and Mailing Address:

Baldwin County Commission
322 Courthouse Square
Bay Minette, Alabama 36507
Attention: Chairman

Grantee's Name and Mailing Address:

The P.B.A. of Baldwin County
322 Courthouse Square
Bay Minette, Alabama 36507
Attention: President

Property Address: _____

Assessor's Market Value: \$_____

The Assessor's Market Value of the Property can be verified by the Baldwin County Tax Records.

[Signature page to follow]

My commission expires: _____

EXHIBIT A

[Legal Description]

COUNTY GOVERNMENT BOND FINANCING REVIEW FORM

	<u>Yes</u>	<u>No</u>	<u>N/A</u>
1. The County Commission has considered whether it can satisfy its financial obligations for the life of the bonds.	<u>X</u>	—	—
2. In the case of limited obligation indebtedness, the County Commission has identified the source for the debt service payments for the life of the bonds.	—	—	<u>X</u>
3. In the case of general obligation indebtedness, the County Commission has indicated that the full faith and credit of the County has been pledged for the debt service payments for the life of the bonds.	—	—	<u>X</u>
4. The County Commission has considered the period of usefulness of the improvement or property for which the bonds are to be issued in light of the duration of the term of the bonds under the bond financing agreement.	<u>X</u>	—	—
5. The County Commission acknowledges that bond proceeds shall not be used for general operating expenses of the County.	<u>X</u>	—	—
6. The County Commission has received from the bond underwriter, bond counsel, issuer's counsel, trustee, and any others associated with the issuance of bonds an itemized listing of their respective fees and all other costs which shall not be subject to change prior to the sale or issuance of bonds.	<u>X</u>	—	—
7. The County Commission has received from the bond underwriter a clear and understandable written proposal explaining all details of the proposed bond issue, its repayment schedule, and any external factors which could affect the total cost to the County if it issues the bonds.	<u>X</u>	—	—
8. The County Commission has considered the effect, if any, that the bonds will have on the County's constitutional debt limit.	—	—	<u>X</u>
9. The County Commission has received from the bond underwriter information demonstrating that the estimated interest rate on the bonds is reasonable and, that if information regarding similar recent issuances is available, the interest rates are comparable with other similar issuances based on current bond market conditions on the date of the execution of the bond financing agreement.	<u>X</u>	—	—

Complete the following section if the proceeds of the proposed bonds are to be used in whole or in part for the purpose of refinancing or refunding outstanding bonds:

- | | | | |
|---|--------------|-------------|-------------|
| 10. The County Commission understands how the issuance of refunding bonds may extend the County's initial debt repayment period and the total cost paid by the County by the end of the refunding period. | <u> X </u> | <u> </u> | <u> </u> |
| 11. The County Commission has considered whether the refunding bonds will create net present value savings for the County, including the costs of refinancing. | <u> X </u> | <u> </u> | <u> </u> |

Complete the following section in connection with a swap agreement:

- | | | | |
|--|-------|-------|--------------|
| 12. The County Commission has complied with paragraph a. of subdivision (2) of Section 41-1-42, <i>Code of Alabama 1975.</i> | _____ | _____ | <u> X </u> |
| 13. The County Commission has reviewed or <i>had</i> explained by the adviser selected all documentation provided pertaining to the swap agreement. | _____ | _____ | <u> X </u> |
| 14. The County Commission has designated an employee or official who will have primary responsibility for the consideration, execution, and monitoring of interest rate swaps and financial hedges entered into by the County. | _____ | _____ | <u> X </u> |

Name of Employee/Official _____

- | | | | | |
|------|---|-------|-------|----------|
| 15. | The County Commission has determined whether the County's obligations under the swap agreement constitute a general obligation indebtedness of the County and whether the source of payment is sufficient. | _____ | _____ | <u>X</u> |
|
 | | | | |
| 16. | The County Commission has sought and received specific information disclosing the potential risks inherent in the swap agreement including those risks commonly referred to in the derivatives industry as "basis risk," "tax risk," "interest rate risk," "counterparty risk," "termination risk," "market-access risk," "rollover or anticipation risk," and "credit risk." | _____ | _____ | <u>X</u> |

I, the chairman/president (or other Commission member designee) of the County Commission, do hereby acknowledge that all above items have been considered by the County Commission, and that the County Commission has voted to enter into the bond financing agreement or swap agreement by an affirmative vote of a majority of the members of the County Commission.

Signature _____

Printed Name Billie Jo Underwood, Chairman

Title Chairman

Date of Issuance of Bonds or Swap Agreement March 5, 2020

In preparing this form, the County Commission shall consult with and obtain advice from either an attorney for the County, the County Administrator, or, at the option of the County Commission, a certified public accountant (CPA) regarding any and all bond or swap proposals received by the County. The person or persons utilized by the County Commission for advice and consultation shall review all documents to be included at the execution of the bond financing agreement or swap agreement.

I, the adviser/consultant utilized by the County Commission, do hereby acknowledge that I have reviewed all documents to be included at the execution of the bond financing agreement or swap agreement.

Signature _____

Printed Name Reid Cavnar

Title Financial Advisor to the County

Company Name Stifel, Nicolaus & Company, Incorporated

A copy of this form shall be submitted to the State of Alabama, Department of Examiners of Public Accounts within 10 business days of the issuance of the bonds or swap agreement. This form shall be kept on file at the Office of Examiners of Public Accounts and shall be available for public inspection for a period of seven years.

**Mailing Address: State of Alabama
Department of Examiners of
Public Accounts
P.O. Box 302251
Montgomery, AL 36130-2251**

Detailed Itemization of Costs and Fees

In accordance with Act Number 2009-757, Acts of Alabama, the following detailed itemization of costs and fees and acknowledgments shall be included with the bond financing agreement documents of any County Commission in the State of Alabama.

Costs and Fees which will be paid directly by the County Commission

Expense/Payee	Amount

Costs and Fees which will be paid directly from bond proceeds

Expense/Payee	Amount
Underwriter – The Frazer Lanier Co. Inc.	0.35% of par
Financial Advisor – Stifel Nicolaus	0.35% of par
Bond Counsel – Bradley Arant	57,500
Rating Agency – S&P	26,775
Rating Agency – Moody's	31,950
Trustee – Regions Bank	2,000
Trustee Counsel – Capell Howard	2,500
Closing (DTC, printing)	2,000
Miscellaneous (travel, postage, etc.)	2,000

Detailed Itemization of Costs and Fees (continued)

I, the chairman/president (or other Commission member designee) of the County Commission, do hereby acknowledge that the amounts of these costs and fees (listed on the previous page) have been presented and explained to all members of the County Commission prior to the sale of bonds.

Commission

Signature _____

Printed Name _____ Billie Jo Underwood _____

Title/County _____ Chairman/Baldwin County _____

Date of Issuance of Bonds _____ March 5, 2020 _____

I, the authorized signatory for the bond underwriter, do hereby acknowledge that the amounts of these costs and fees (listed on the previous page) have been presented and explained to all members of the County Commission prior to the sale of bonds.

Bond Underwriter:

Signature _____

Printed Name _____ Robert H. Young, Jr. _____

Title/Company _____ President, The Frazer Lanier Company Incorporated _____

Swap Agreement – Statement from Authorized Signatory

In accordance with Act Number 2009-757, Acts of Alabama, the following acknowledgment from the authorized signatory for the bond underwriter or authorized signatory of the provider of the swap agreement shall be included with documentation necessary to effectuate a swap agreement with any County Commission in the State of Alabama.

In connection with the swap agreement being entered into by
_____ (County Commission) on
_____ (Date of Issuance), I/We do hereby acknowledge the following:

- | | <u>Yes</u> | <u>No</u> | <u>N/A</u> |
|---|------------|-----------|--------------|
| 1. I/We have provided the County Commission with a disclosure of the potential risks inherent in the swap agreement. | _____ | _____ | <u> x </u> |
| 2. I/We have disclosed all fees associated with the swap agreement to the County Commission. | _____ | _____ | <u> x </u> |
| 3. I/We have provided the County Commission with documentation necessary to effectuate the swap agreement including master agreements, schedules, credit support annexes, confirmations, legal opinions, fairness opinions, and any other information necessary to comply with subdivisions (3) and (5) of subsection (c) of Section 3 of Act Number 2009-757, <i>Acts of Alabama</i> . | _____ | _____ | <u> x </u> |

Bond Underwriter/Swap Agreement Provider:

Signature _____ n/a

Printed Name _____ n/a

Title _____ n/a

Company Name _____ n/a

Monica English

Subject: FW: County 2/18 re: PBA

> -----Original Message-----

> From: Birchall, Lee [mailto:lbirchall@bradley.com]

> Sent: Friday, January 31, 2020 12:03 PM

> To: Ronald Cink <RCink@baldwincountyal.gov>

> Subject: County 2/18 re: PBA

>

> [CAUTION: External Email]

>

> Ron,

>

> On 2/18 the Commission will need to approve the Lease Agreement, Deed (transferring the jail site to the PBA, so the County can lease it back under the Lease), and sign that County Government Bond Financing Review Form. I'll bring all of it. Let me know what you need for the agenda and recommendation etc.

>

>

>

> Lee Birchall

> Partner

> Bradley Arant Boult Cummings LLP

> e: lbirchall@bradley.com w: bradley.com

> d: 205.521.8119 f: 205.488.6119

> One Federal Place, 1819 Fifth Avenue North Birmingham, AL 35203-2119

>

>

>

> _____

>

> Confidentiality Notice: This e-mail is from a law firm and may be protected by the attorney-client or work product privileges. If you have received this message in error, please notify the sender by replying to this e-mail and then delete it from your computer.

> <Minutes Baldwin County 2-18 re PBA, 4823-5957-1370, 1.DOC> <Lease

> Agreement (Baldwin PBA 2020), 4841-8828-7914, 2.doc>



Baldwin County Commission

Agenda Action Form

File #: 20-0736, **Version:** 1

Item #: B9

Meeting Type: BCC Work Session

Meeting Date: 2/11/2020

Item Status: New

From: Ron Cink, Budget Director

Submitted by: Anu Gary, Administrative Services Manager

ITEM TITLE

Resolution #2020-060 and Refunding Trust Agreement for the 2012 General Obligation Warrants

STAFF RECOMMENDATION

As relates to the 2012 General Obligation Warrants, take the following actions:

- 1) Adopt Resolution and Order #2020-060, which authorizes a Refunding Trust Agreement with Regions Bank for the deposit of certain funds to be applied to the defeasance of the County's outstanding General Obligation Warrants, Series 2012, dated September 1, 2012; and
- 2) Approve the execution of the Refunding Trust Agreement between the Baldwin County Commission and Regions Bank.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: N/A

FINANCIAL IMPACT

Total cost of recommendation: Overall cost savings for the life of the debt.

Budget line item(s) to be used: Debt service line item will continue to handle payment of the debt.

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: Ron Cink, Budget Director

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

Additional instructions/notes: N/A

**EXCERPTS FROM THE MINUTES OF A REGULAR MEETING
OF THE BALDWIN COUNTY COMMISSION**

The Baldwin County Commission (the "Commission"), the governing body of Baldwin County (the "County"), met in public session at the Baldwin County Administration Building, County Commission Chambers, located at 322 Courthouse Square in the City of Bay Minette at 8:30 a.m. on the 18th day of February, 2020. The meeting was called to order by the Chairman, and the roll was called with the following results:

Present:	Billie Jo Underwood, Chairman Joe Davis III, Vice-Chairman Charles F. "Skip" Gruber James E. Ball
----------	--

Absent:	None
---------	------

* * *

The Chairman stated that a quorum was present and that the meeting was open for the transaction of business.

* * *

Thereupon, the following resolution and order was introduced in writing by the Chairman, and considered by the County Commission:

RESOLUTION AND ORDER NO. _____

A RESOLUTION AND ORDER AUTHORIZING A REFUNDING TRUST AGREEMENT WITH REGIONS BANK FOR THE DEPOSIT OF CERTAIN FUNDS TO BE APPLIED TO THE DEFEASANCE OF THE COUNTY'S OUTSTANDING GENERAL OBLIGATION WARRANTS, SERIES 2012, DATED SEPTEMBER 1, 2012

BE IT RESOLVED AND ORDERED BY THE COUNTY COMMISSION (the "Commission") OF BALDWIN COUNTY, ALABAMA (the "County") as follows:

Section 1. Findings and Representations.

The County, by and through its Commission, does hereby find and determine, represent and warrant as follows:

(a) The County issued its General Obligation Warrants, Series 2012, dated September 1, 2012 (the "Warrants") pursuant to a resolution and order of the Commission adopted on September 18, 2012 for the purposes of advance refunding and redeeming the County's then-outstanding General Obligation Warrants, Series 2004-B, dated June 1, 2004.

(b) The Warrants are presently outstanding in the principal amount of \$5,880,000 and are due, with respect to interest, on June 1 and December 1, and with respect to principal, on June 1, with a final maturity on June 1, 2026. The Warrants are callable at the option of the County on or after June 1, 2022 at a redemption price equal to the principal amount thereof to be redeemed plus accrued interest thereon to the date fixed for redemption, without premium or penalty.

(c) The Commission has determined that it is in the best public and financial interest of the County to defease the Warrants by purchasing State and Local Government Series (SLGS) securities in the amount of \$_____ and retaining the sum of \$____ as an initial cash deposit, as set forth in the Verification Report prepared for the County by Jackson Thornton & Co., P.C., and depositing said securities and funds in an escrow fund to be held by Regions Bank pursuant to a Refunding Trust Agreement.

Section 2. Approval of Refunding Trust Agreement; Refunding and Redemption of the Warrants.

(a) The Refunding Trust Agreement with respect to the Warrants is hereby ratified, adopted and confirmed and its execution by the Chairman and attestation and seal by the County Administrator, is hereby further ratified, adopted and confirmed.

(b) The Warrants are hereby called for redemption on June 1, 2022 at a redemption price equal to the principal amount thereof to be redeemed plus accrued interest thereon to the date fixed for redemption, without premium or penalty. Regions Bank is authorized to disseminate such notices and to take such action as may be necessary or required as set forth in the Letter of Representation, the Book-Entry System and the resolution authorizing the issuance of the Warrants to effect the redemption of the same on such date.

Section 3. Severability.

The provisions of this Resolution are severable. In the event that any one or more of such provisions or the provisions of this Resolution shall, for any reason, be held illegal or invalid, such illegality or invalidity shall not affect the other provisions of this Resolution, and this Resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 4. Repeal of Conflicting Provisions.

All resolutions, proceedings and orders or parts thereof in conflict with this Resolution are, to the extent of such conflict, hereby repealed. Resolution and Order 2018-034 is ratified and adopted and confirmed in all respects and this resolution is to be considered cumulative and not amendatory to any authorizations and directions granted or given therein.

Section 5. Provisions of Resolution a Contract.

The terms, provisions and conditions set forth in this Resolution constitute a contract between the County and the registered owner of the Warrant and shall remain in effect until the principal of and interest on the Warrant shall have been paid in full.

After said resolution and order had been discussed and considered in full by the Commission, it was moved by Commissioner _____ that said resolution and order be now adopted. The motion was seconded by Commissioner _____. The question being put as to the adoption of said motion and the passage and adoption of said resolution and order, the roll was called with the following results:

Ayes: Billie Jo Underwood, Chairman
 Joe Davis III, Vice-Chairman
 Charles F. "Skip" Gruber
 James E. Ball

Nays: None

The Chairman thereupon declared said motion carried and the resolution and order passed and adopted as introduced and read.

Adopted this 18th day of February, 2020.

Chairman

COUNTY SEAL

Authenticated and Attested:

County Administrator

* * *

There being no further business to come before the meeting, it was moved and seconded that the meeting be adjourned. Motion carried.

Minutes Approved

Chairman

Vice-Chairman

Member

COUNTY SEAL

Member

Attest: _____
County Administrator

CERTIFICATE OF CHAIRMAN

I, the undersigned, do hereby certify as follows: (1) I am the duly elected, qualified and acting Chairman of the County Commission of Baldwin County, Alabama (the "County"), (2) as such I have access to all original records of the County and I am duly authorized to make certified copies of its records on its behalf, (3) the above and foregoing pages constitute a complete, verbatim and compared copy of excerpts from the minutes of a regular meeting of the County Commission duly held on February 14, 2020, the original of which is on file and of record in the minute book of the County Commission in my custody, (4) the resolution set forth in such excerpts is a complete, verbatim and compared copy of such resolution as introduced and adopted by the County Commission on such date, and (5) said resolution is in full force and effect and has not been repealed, amended or changed.

IN WITNESS WHEREOF, I have hereunto set my hand as Chairman and have affixed the official seal of the County this 17th day of February, 2020.

Chairman

COUNTY SEAL

REFUNDING TRUST AGREEMENT

Dated February __, 2020

By and Between

BALDWIN COUNTY

And

REGIONS BANK

**This Instrument Prepared By James Birchall, Esq. of Bradley Arant Boult Cummings LLP, 1819
Fifth Avenue North, Birmingham, Alabama 35203**

REFUNDING TRUST AGREEMENT

This **REFUNDING TRUST AGREEMENT** (the "Agreement") is made and entered into by and between **BALDWIN COUNTY**, an Alabama political subdivision (the "County") and **REGIONS BANK**, an Alabama banking corporation (the "Escrow Agent"), as of this the ____ day of February, 2020.

Recitals

The County issued its General Obligation Warrants, Series 2012, dated September 1, 2012 (the "Warrants") pursuant to a resolution and order of the Commission adopted on September 18, 2012 for the purposes of advance refunding and redeeming the County's then-outstanding General Obligation Warrants, Series 2004-B, dated June 1, 2004.

The Warrants are presently outstanding in the principal amount of \$5,880,000 and are due, with respect to interest, on June 1 and December 1, and with respect to principal, on June 1, with a final maturity on June 1, 2026. The Warrants are callable at the option of the County on or after June 1, 2022 at a redemption price equal to the principal amount thereof to be redeemed plus accrued interest thereon to the date fixed for redemption, without premium or penalty.

The Commission has determined that it is in the best public and financial interest of the County to defease the Warrants by purchasing State and Local Government Series (SLGS) securities in the amount of \$_____ and retaining the sum of \$_____ as an initial cash deposit, as set forth in the Verification Report prepared for the County by Jackson Thornton & Co., P.C., and depositing said securities and funds in an escrow fund to be held by Regions Bank pursuant to a Refunding Trust Agreement.

Agreement

NOW, THEREFORE, in consideration of the foregoing recitals and other good valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS AND USE OF PHRASES

"Herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter," and other equivalent words refer to this Agreement as an entirety and not solely to the particular portion in which any word is used. The definitions set forth in Section 1.1 hereof include both singular and plural. Whenever used herein, any pronoun shall be deemed to include both singular and plural.

ARTICLE II

REPRESENTATIONS AND COVENANTS BY THE COUNTY

SECTION 2.1 Representations by the County.

The County makes the following representations as the basis for the undertakings on its part herein contained:

(a) The County has heretofore issued the Warrants which are now outstanding in the aggregate principal amount of \$5,880,000.

(b) The Warrants have stated maturities on June 1, and interest is payable semi-annually on June 1 and December 1 in each year.

(c) All principal and interest that has matured or come due with respect to the Warrants has been and shall continue to be paid in full.

(d) The County is not now and has never been in default under the resolution authorizing the Warrants, and no such default is imminent.

(e) The money in the Escrow Fund will be sufficient (i) to pay in full the interest payments on the Warrants due on June 1, 2020, December 1, 2020, June 1, 2021, December 1, 2021, and June 1, 2022, (2) to pay the principal on the Warrants due on June 1, 2020, June 1, 2021, and June 1, 2022 and to (3) redeem the outstanding Warrants on June 1, 2022.

(f) The County has the power to enter into this Agreement pursuant to the provisions of the laws of the State of Alabama. The execution and delivery of this Agreement on the part of the County have been duly authorized by all necessary action.

SECTION 2.2 Representations by the Escrow Agent.

The Escrow Agent, as the basis for the undertakings on its part herein contained, represents that it has the power to enter into this Agreement and has been duly authorized to do so by all necessary corporate action. The Escrow Agent is familiar with the terms and conditions of the resolution authorizing the Warrants.

SECTION 2.3 Covenant of County in Case of Deficiency in Escrow Fund.

The County covenants and agrees that if at any time the moneys or investments on deposit in the Escrow Fund are insufficient to pay the principal of and interest on the Warrants, the County shall forthwith deposit into the Escrow Fund the amount of any such deficiency.

ARTICLE III

CREATION OF ESCROW FUND AND APPLICATION OF MONEY ON DEPOSIT THEREIN

SECTION 3.1 Escrow Fund.

(a) There is hereby created an irrevocable trust fund called the "Escrow Fund" which shall be held by the Escrow Agent until all payments required by Sections 3.2 hereof have been made.

(b) \$_____ shall be deposited in the Escrow Fund and applied to the purchase of State and Local Government Series (SLGS) securities in the amount of \$_____ and retaining the sum of \$_____ as an initial cash deposit, as set forth in the Verification Report attached hereto

SECTION 3.2 Application of Escrow Fund.

The Escrow Agent is hereby directed, and by its execution and delivery of this Agreement does hereby agree, to apply such money in the Escrow Fund, (i) to pay in full the interest payments on the Warrants due on June 1, 2020, December 1, 2020, June 1, 2021, December 1, 2021, and June 1, 2022, (2) to pay the principal on the Warrants due on June 1, 2020, June 1, 2021, and June 1, 2022 and to (3) redeem the outstanding Warrants on June 1, 2022.

SECTION 3.3 Investment of Escrow Fund.

(a) The proceeds of the Escrow Fund will be invested by the Escrow Agent at the written direction of the County in such investments that are permitted of the proceeds of the Warrants as set forth in the resolution authorizing the Warrants or such other investments as directed by the County in writing to the Escrow Agent.

(b) The yield on the Escrow Fund may not exceed the yield on the Warrants.

(c) The Escrow Agent will transfer the investment earnings from the Escrow Fund to the County on a periodic or such other basis as agreed upon by the Escrow Agent and the County.

SECTION 3.4 Advance Refunding and Redemption of Refunded Series 2013 Warrants.

(a) The Warrants shall be redeemed in full by the County on June 1, 2022 (the “Redemption Date”) at a redemption price for each Warrant equal to the principal amount thereof to be redeemed, plus accrued interest thereon to the date fixed for redemption, without premium or penalty.

(b) The County does hereby call the Warrants for redemption on the Redemption Date and such warrants will become due and payable on said date at a redemption price equal to the principal amount thereof to be redeemed, plus accrued interest thereon until the date fixed for redemption, without premium or penalty. All interest on the Warrants so called for redemption will cease to accrue on the Redemption Date.

(c) The County is not in default under the resolution and order pursuant to which the Warrants were issued and no such default is imminent.

(d) The Warrants were issued for the purpose described hereinabove.

(e) The County does hereby confer upon Regions Bank, the custodian escrow agent for the Warrants, irrevocable power to give, for and in the name of the County, notice of redemption of Warrants in substantially the following form:

NOTICE OF REDEMPTION

NOTICE IS HEREBY GIVEN that the General Obligation Warrants, Series 2012, dated September 1, 2012, of Baldwin County, Alabama, numbered ____ through ____, inclusive, have been called for redemption on June 1, 2022 and will become due and payable on such date at a redemption price equal to the principal amount thereof to be redeemed, plus accrued interest thereon to the date fixed for redemption, without premium or penalty. All such warrants should be surrendered at the designated office of Regions Bank in Birmingham, Alabama, and no such warrants will be paid until so surrendered. All interest on such warrants so called for redemption will cease to accrue on June 1, 2022 whether or not the

warrants are presented for payment.

BALDWIN COUNTY, ALABAMA

By REGIONS BANK

Its duly authorized agent

(f) The County hereby agrees it will not alter, amend, repeal or revoke this resolution calling the Warrants for redemption as provided herein except for manifest error and this resolution shall constitute an irrevocable trust agreement with Regions Bank for the retirement of the Warrants.

ARTICLE IV

CONCERNING THE ESCROW AGENT

SECTION 4.1 Fees and Expenses of Escrow Agent.

The Escrow Agent shall look solely to the County for the payment of its fees, compensation and expenses as such custodian, registrar and depository. Such fees, expenses, charges and disbursements shall in no event be payable from or constitute a lien or charge upon the Escrow Fund or any part thereof.

SECTION 4.2 Acceptance of Trusts.

The Escrow Agent accepts the trusts hereby created and agrees to perform the duties herein required of it, subject, however, to the following conditions:

(a) It is expressly understood and agreed that the Escrow Agent's duties and obligations in connection with this Agreement are confined to those expressly defined herein and no additional covenants or obligations shall be read into this Agreement against the Escrow Agent.

(b) It shall not be liable hereunder except for its noncompliance with the provisions hereof, its willful misconduct or its gross negligence, or the breach of any warranty or the untruthfulness of any acknowledgment or representation made herein by it, and, in particular and without limiting the generality of the foregoing, it shall not be liable for any losses resulting from any investment of moneys, or the conversion into cash of any investment, forming a part of the Escrow Fund if it shall have made such investment or conversion in accordance with the provisions hereof. Notwithstanding any provision herein to the contrary, in no event shall the Escrow Agent be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

(c) It may consult counsel on any matters connected herewith and shall not be answerable for any action taken or failure to take any action in good faith on the written advice of counsel, provided that its action or inaction is not contrary to any express provision hereof.

(d) It need not recognize an owner of any of the Warrants as such without the satisfactory establishment of his or her title thereto.

(e) It may conclusively rely upon and shall not be answerable for any action taken in good faith on any notice, request, consent, certificate or other paper or document which it believes to be genuine and signed

or acknowledged by the proper party.

(f) It shall be entitled to compensation for its ordinary services hereunder and shall be entitled to reasonable extra compensation for unusual or extraordinary services or expenses incurred by it to the extent permitted by law.

(g) It may be the owner of the Warrants as if not Escrow Agent hereunder.

(h) It shall not be liable for the proper application of any moneys other than those that may be paid to or deposited with it.

(i) All moneys received by the Escrow Agent to be held by it hereunder shall be held as trust funds until disbursed in the manner herein provided therefor. The Escrow Agent shall not be liable to pay or allow interest thereon or otherwise to invest any such moneys except as specifically required herein.

(j) It shall, upon reasonable written request, advise the County and the owners of the Refunded Series 2013 Warrants of the amounts at the time contained in the Escrow Fund and in what such amounts are invested.

(k) It shall have the right to act through agents and attorneys.

(l) It has no obligation to use or risk its own funds.

(m) The Escrow Agent shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; hurricanes or other storms; wars; terrorism; similar military disturbances; sabotage; epidemic; pandemic; riots; interruptions; loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

SECTION 4.3 Resignation and Removal of Escrow Agent; Appointment of Successor.

The Escrow Agent, whether the original or a successor, may resign by giving written notice of its intention so to do to the County. In the event of the resignation of the Escrow Agent, or in the event said Escrow Agent shall fail or refuse, or become unable to perform its duties as Escrow Agent hereunder, the County hereby obligates itself to appoint as successor a bank in the State of Alabama which shall be a member of the Federal Deposit Insurance Corporation, qualified to serve as a depository in the State of Alabama, and having a paid in capital, surplus and undivided profits of not less than \$50,000,000. If no successor Escrow Agent shall have been so appointed and accepted appointment within sixty (60) days of the resignation of the Escrow Agent in the manner herein provided, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent until a successor shall have been appointed as above provided. All provisions of this Agreement applicable to the Escrow Agent shall apply to any successor so appointed.

SECTION 4.4 Merger of Escrow Agent.

Any corporation or association into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a

whole or substantially as a whole, or any corporation or association resulting from such conversion, sale, merger, consolidation or transfer to which it is a party shall be and become, ipso facto, successor Escrow Agent hereunder and vested with all of the title to the whole property or trust estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

ARTICLE V

MISCELLANEOUS

SECTION 5.1 Third Party Beneficiaries.

The owners of the Warrants shall be third party beneficiaries of this Agreement. The owners of the Warrants shall be entitled to enforce the provisions of this Agreement.

SECTION 5.2 Use of Surplus Moneys.

The Escrow Agent shall pay and transfer directly to the County all sums remaining after the full payment and redemption of the Warrants.

SECTION 5.3 Benefit and Binding Effect of This Agreement.

This Agreement shall inure to the benefit of, and shall be binding upon, the County and the Escrow Agent and their respective successors and assigns. The covenants and agreements herein contained are for the sole and exclusive benefit of the parties hereto and their respective successors and assigns.

SECTION 5.4 Severability.

In the event any provision hereof shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 5.5 Governing Law.

The terms of this Agreement shall be governed by the laws of the State of Alabama, without regard to conflict of law principles.

IN WITNESS WHEREOF, the County and the Escrow Agent have caused this Agreement to be executed in their respective names, have caused their respective seals to be hereunto affixed, and have caused this Agreement to be attested, all by their duly authorized officers, all as of the day and year first hereinabove written.

BALDWIN COUNTY

By _____
Chairman

COUNTY SEAL

Attest: _____
County Administrator

REGIONS BANK

BANK SEAL

By _____
Its duly authorized representative

Attest: _____
Its duly authorized representative

EXHIBIT A

VERIFICATION REPORT

Monica English

Subject: FW: County 2/18 re: 2012 payoff
Attachments: RTA Baldwin County 2-18 re 2012 Warrants, 4813-3209-5922, 1.DOC; Minutes Baldwin County 2-18 re 2012 RTA, 4852-4151-4930, 1.DOC

From: Birchall, Lee [mailto:lbirchall@bradley.com]
Sent: Friday, January 31, 2020 12:05 PM
To: Ronald Cink <RCink@baldwincountyal.gov>
Subject: County 2/18 re: 2012 payoff

[CAUTION: External Email]

Ron,

Attached is the resolution and Refunding Trust Agreement for the 2012 GO Warrants defeasance. I believe the plan is for the County to purchase SLGS which will be deposited into the Escrow Fund under the attached agreement. Jackson Thornton will do a verification report like we did the for the 2010 refunding as part of the 2020 GO issue earlier in the month.

Let me know what you need for the agenda and recommendation. We can discuss on Monday.

Lee Birchall
Partner
Bradley Arant Boult Cummings LLP
e: lbirchall@bradley.com w: bradley.com
d: 205.521.8119 f: 205.488.6119
One Federal Place, 1819 Fifth Avenue North Birmingham, AL 35203-2119

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Baldwin County Commission

Agenda Action Form

File #: 20-0735, **Version:** 1

Item #: C1

Meeting Type: BCC Work Session

Meeting Date: 2/11/2020

Item Status: New

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

Sarah Sislak, Eastern Shore MPO Coordinator

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Eastern Shore Metropolitan Planning Organization - Request for Resolution and Support for Proposed Scope of Mobile River Bridge and Expressway Project

STAFF RECOMMENDATION

FOR DISCUSSION ONLY - Discuss the request for a resolution and support for the proposed scope of the Mobile River Bridge and Expressway Project.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Eastern Shore Metropolitan Planning Organization (Eastern Shore MPO) adopted Resolution 2020-06 which sets forth a proposed scope acceptable to the Eastern Shore MPO for the Mobile River Bridge and Expressway project. The Eastern Shore MPO is requesting that each member government adopt a resolution supporting Resolution 2020-06 and the proposed scope.

Mayor Dane Haygood, Chairman of the Eastern Shore MPO, wishes to address the Commission regarding the project and a resolution of support.

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

EASTERN SHORE METROPOLITAN PLANNING ORGANIZATION

RESOLUTION NO. 2020-06

Resolution Supporting a Proposed Scope Across Mobile River and Mobile Bay

WHEREAS, the Eastern Shore Metropolitan Planning Organization (MPO) is the organization designated by the Governor of the State of Alabama as being responsible, together with the State of Alabama, for implementing the applicable provisions of 23 USC 134 and 13 (amended by FAST Act, Sections 1201 and 1202, December 2015); 42 USC 2000d-1, 7401; 23 CFR 450 and 500; 40 CFR 51 and 93; and

WHEREAS, the U. S. Department of Transportation requires all urbanized areas, as established by the U. S. Bureau of the Census, doing area-wide urban transportation planning that involves more than one Department of Transportation operating administration, to submit a Long Range Transportation Plan as a condition for meeting the provisions of Title 23 USC 134; and

WHEREAS, it has been requested that the Coastal Alabama region provide an alternative plan for the capacity needs to the transportation network across the Mobile River and Mobile Bay; and

WHEREAS, an alternate concept of constructing the new Mobile River Bridge together with new capacity across Mobile Bay in the form of an “expressway” that would augment the existing capacity provided by I-10 and the Causeway has been re-introduced as a potential basis for such a solution; and

WHEREAS, an expressway based concept has merit as it provides much needed additional capacity at a cost much lower than previous solutions;

THEREFORE, BE IT RESOLVED that the Eastern Shore Metropolitan Planning Organization hereby:

1. adopts the attached scope found in Exhibit “A” as an ESMPO supported solution to the additional capacity need across the Mobile River and Mobile Bay;
2. appeals to ALDOT to further investigate the feasibility of a project based on this scope and if feasible, undertake steps to move the concept to a more defined project;
3. encourages the state legislature and ALDOT to identify funding sources for the project so that an acceptable funding plan may be developed for the project;
4. suggests that all citizens, organizations, governmental entities and elected leaders in Coastal Alabama become familiar with this scope and endorse a scope that they believe will lead to a consensus for a solution within the Coastal Alabama region;
5. adds the engineering (PE) phase for a project based on the adopted scope to the ESMPO Transportation Improvement Plan (TIP) should ALDOT find it desirous and agrees in writing to be sponsor of said PE project;
6. will consider adding the construction (CN) phase to the TIP once ALDOT develops a more defined project based on the adopted scope;
7. requests the Mobile MPO to consider adopting this scope in order to achieve consensus between the two MPOs and foster a true Coastal Alabama consensus plan;
8. invites ALDOT to bring forward the ESMPO for consideration any alternate ideas, concepts, or plans it may deem as a more viable solution;

The foregoing resolution was adopted and approved on the 22nd day of January 2020, by the Eastern Shore Metropolitan Planning Organization Policy Board.



Dane Haygood, Chairperson

Date: 1-22-2020

ATTEST:

Sarah H. Sulak Date: 1-22-2020

Exhibit A

Mobile River Bridge and Expressway Concept – Project Scope

1. Project Description.

The segment of Interstate 10 (I-10) between Mobile and Baldwin Counties has been identified as one of the greatest bottleneck on I-10. Further, the traffic counts and associated traffic congestion on this segment is on par with the worst in the Southeast. With the strong regional growth being experienced in Coastal Alabama, it is critical to address the aging and limiting transportation network traversing Mobile Bay and the Mobile River to handle the rapidly growing local traffic in addition to the growing interstate traffic traversing this area. To increase capacity, the Mobile Metropolitan Planning Organization (Mobile MPO) and the Eastern Shore Metropolitan Planning Organization (Eastern Shore MPO) propose the Mobile River Bridge and Expressway project. This high-priority project involves three major components:

- **Mobile River Bridge:** a new cable stay bridge built to provide six lanes of travel over the Mobile River
- **Expressway:** 7.5 miles of new bridges over Mobile Bay built above the 100-year storm surge level that will supplement the existing I-10 route over Mobile Bay
- **Access:** Limited access along the Expressway with mid-bay egress to address safety and access concerns

2. Design Parameters.

The Project has been conceived and intentionally designed to utilize the same routes as the Original Mobile River Bridge and Bayway Project with the intent of leveraging the existing Final Environmental Impact Statement (FEIS) and Record of Decision (ROD) which was received in 2019 for the Original Project.

Design Factors/Constraints:

Mobile River Bridge: The design for the main span Mobile River Bridge shall be consistent with the original design from the original ALDOT Mobile River Bridge and Bayway Project.

Expressway: A four lane, divided expressway with two travel lanes in each direction to be constructed from the termination of the Mobile River Bridge to the Eastern Shore in Baldwin County and between the existing Eastbound and Westbound Bayway bridge spans.

Access:

1. A new diverging diamond interchange at Virginia Street on Interstate 10 in Mobile.
2. The existing access to US Highway 98 (Exit 35A) and US Highway 90 (Exit 35B) from Interstate 10 to remain accessible as well as be accessible from the eastbound Expressway route.
3. The existing Causeway (Exit 30) access from Interstate 10 to remain, as well as access to the Causeway from Expressway be provided.
4. The Expressway to be accessible from US Highway 98 on the Eastern Shore to enable local traffic to utilize the Expressway.

Exhibit A

3. Budget.

Since an estimate of cost is required for a MPO to add a project to its Long Range Transportation Plan (LRTP) or its Transportation Improvement Program (TIP), it is necessary to develop an estimate of cost for a project based on this project scope. Building upon existing plans and cost estimates available from prior Expressway concepts, and the recent efforts by state Senator Albritton to highlight an Expressway based concept as a potential solution, engineers have produced a proof of concept that meets objectives set forth in the project scope provided here within. Cost estimates for the proof of concept were generated and are estimated at \$1.227 billion. A detailed cost estimate is provided in Exhibit B. The proof of concept represents one potential design and it will be necessary for ALDOT to produce a design that satisfactorily balances the complex array of design parameters that accompany a project of this nature. For reference purposes, the proof of concept generated by the engineering team is provided in Exhibit A.

4. Funding.

Detailing source(s) of funding is required for a project to be placed on the TIP by a MPO. Ultimately, a funding plan for this project will need to be developed by ALDOT in parallel with the development of a more detailed project. Generally speaking, the project is intended to be funded utilizing state funding, Federal Grant programs (e.g., INFRA) and federal financing programs (e.g. TIFIA, private activity bonds). Given the large scale nature and cost of this project, it is understood that ALDOT, together with the executive and legislative branches of the state, will need to work to identify and earmark funding, likely consisting of a combination of one-time allocations as well as recurring funding sources, for construction of the project, with the hope that the project can be funded without the use of tolling.

5. Legacy Routes.

(i) Free and available. The existing Interstate 10 route across Mobile Bay (the "Bayway") together with the I-10 tunnel traversing the Mobile River (the "Wallace tunnel") as well as the US Highway 90/98 route across Mobile Bay (the "Causeway") together with the US Highway 90/98 tunnel traversing the Mobile River (the "Bankhead tunnel") (collectively, the "Legacy Routes") shall remain in-place, in-service and usable by the public without any toll or fee.

(ii) Maintenance. No restrictions may be placed that prevent maintenance of the Legacy Routes to ensure that they remain in good working order.

(iii) Substitution of Free Routes. In the unlikely event it becomes necessary to remove one or more of the Legacy Routes from service, or a portion thereof, due to (i) costs to repair Legacy routes become economically undesirable; (ii) federal requirements prevent the continued use of a particular route or structure; or (iii) the State of Alabama determines it to be advantageous to abandon any portion of the Legacy Routes for any reason, the Legacy Routes being removed from service shall be replaced equivalent with a new route of a similar travel path and travel time with equal or greater traffic capacity. The replacement route shall be subject to the same provisions as the original Legacy Route being replaced.

Exhibit A

EXHIBIT A CONCEPTUAL DESIGN

See attached map.

Exhibit A

EXHIBIT B COST ESTIMATE

I-10 Mobile River Bridge and Bayway Project Express Lanes Option Summary of Estimated Project Construction Cost Estimate

CONSTRUCTION COSTS

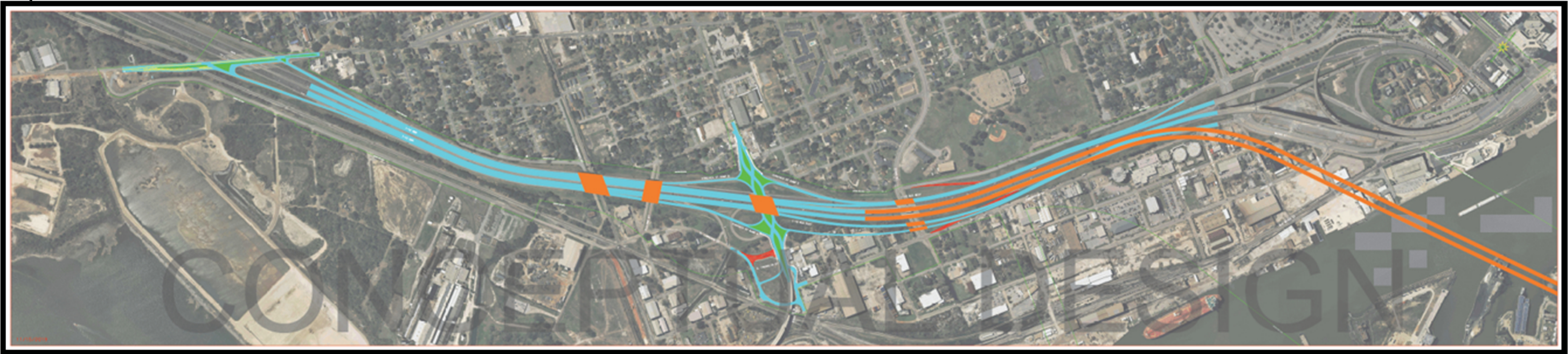
Project Section/Component	Description/Comments	Estimated Cost 2017\$* January 10, 2020
Main Span Unit	Span arrangement is 585'-1,380'-585', 12' inside, 3-12' lanes, 12' outside	\$ 226,799,000
High Level Approaches	3 lanes in each direction, 12' inside, 3-12' lanes, 12' outside, various span lengths and structure types	\$ 292,067,000
Bayway - Add Express Lanes	2 lanes in each direction, 4' inside, 10' outside shoulders, 2 -12 lanes	\$ 481,165,000
Secure Existing Bayway	Tether EB existing bayway to prevent potential impact to new bayway structure under storm event	\$ 31,020,000
Virginia Street Interchange and West Approach	Diverging diamond, west approach roadway	\$ 48,861,000
West Tunnel Interchange (Water St.)	Not part of project	\$ -
East Tunnel Interchange	Not part of project	\$ -
Mid-Bay Interchange	EB and WB Off Ramps only	\$ 41,370,000
US 90 / 98 Eastern Shore Interchange and East Approach		\$ 21,301,000
Aesthetic Lighting	Main span unit only	\$ 10,145,000
Toll Collection Equipment		\$ 9,081,000
Bike / Ped Facilities - New Bridge	Belvedere	\$ 13,272,000
Bike / Ped Facilities - Cochrane Bridge		\$ 3,149,000
Africatown Signal Improvements		\$ 2,000,000
Archeological Studies	Phase II and III	\$ 4,000,000
ITS	Complete replacement of ITS on bayway	\$ 13,676,000
Traffic Management Center		\$ 14,505,000
Utility Relocation		\$ 7,671,000
Wallace Tunnel Upgrade	Not part of project	\$ -
Railroad Flagging		\$ 2,190,000
Environmental Mitigation		\$ 5,447,000
	Subtotal Construction Costs (only)	\$ 1,227,719,000

* - Costs for building demo, change orders, ROW and contingencies are not included above

CONCEPTUAL DESIGN



MOBILE RIVER BRIDGE TO EASTERN SHORE



DOWNTOWN MOBILE



Baldwin County Commission

Agenda Action Form

File #: 20-0724, **Version:** 1

Item #: C2

Meeting Type: BCC Work Session

Meeting Date: 2/11/2020

Item Status: New

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

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Alabama Department of Transportation (ALDOT) Request - Rename Portion of County Road 68 to Buc-ee's Boulevard

STAFF RECOMMENDATION

FOR DISCUSSION ONLY - Discuss the request from the Alabama Department of Transportation (ALDOT) to rename a portion of County Road 68 to Buc-ee's Boulevard.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Alabama Department of Transportation (ALDOT) is requesting a portion of County Road 68 be renamed Buc-ee's Boulevard, in conjunction with the improvements at Interstate 10, Baldwin Beach Express and County Road 68, so overhead signage proposed for the I-10 ramp could bear this road name and help guide traffic as vehicles exit the Interstate.

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

Beach Traffic Use Left Lanes

NORTH





Baldwin Beach Express



WEST



Buc-ee's Blvd

EXIT

ONLY



I-10 EASTBOUND RAMP
AT EXIT 49

GUARDRAIL

EP

EP

GUARDRAIL

MIN. 18'-0"

EB RAMP

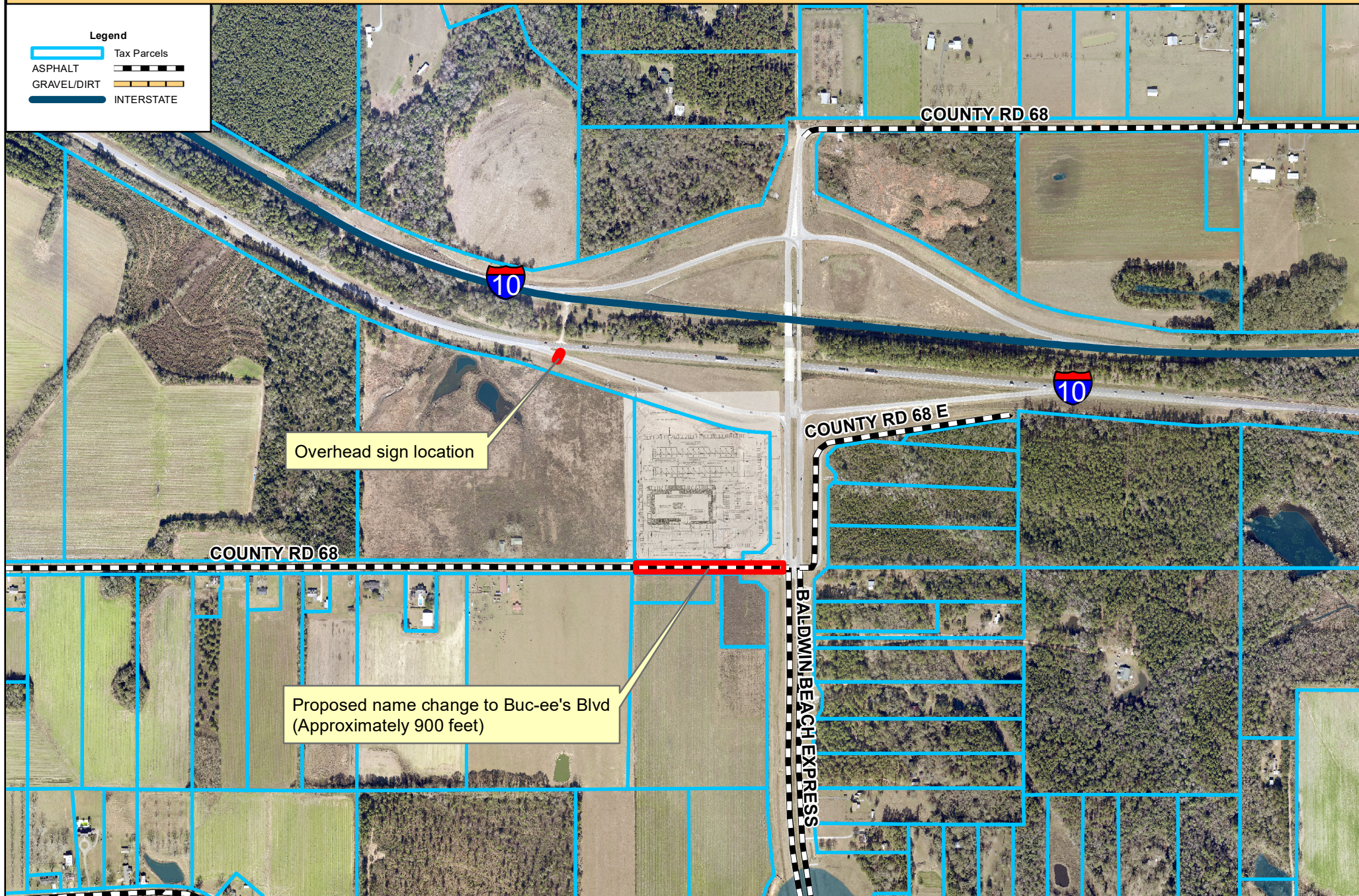


Proposed Buc-ee's Blvd and Sign Location Site Map



Legend

- Tax Parcels
- ASPHALT
- GRAVEL/DIRT
- INTERSTATE





Baldwin County Commission

Agenda Action Form

File #: 20-0725, **Version:** 1

Item #: C3

Meeting Type: BCC Work Session

Meeting Date: 2/11/2020

Item Status: New

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

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

Blakeley State Park Road Improvements

STAFF RECOMMENDATION

FOR DISCUSSION ONLY - Discuss the request from Mike Bunn, Director of Blakeley State Park, for road improvements at the park.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Director Mike Bunn is requesting assistance with road improvements at the Blakeley State Park.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: N/A

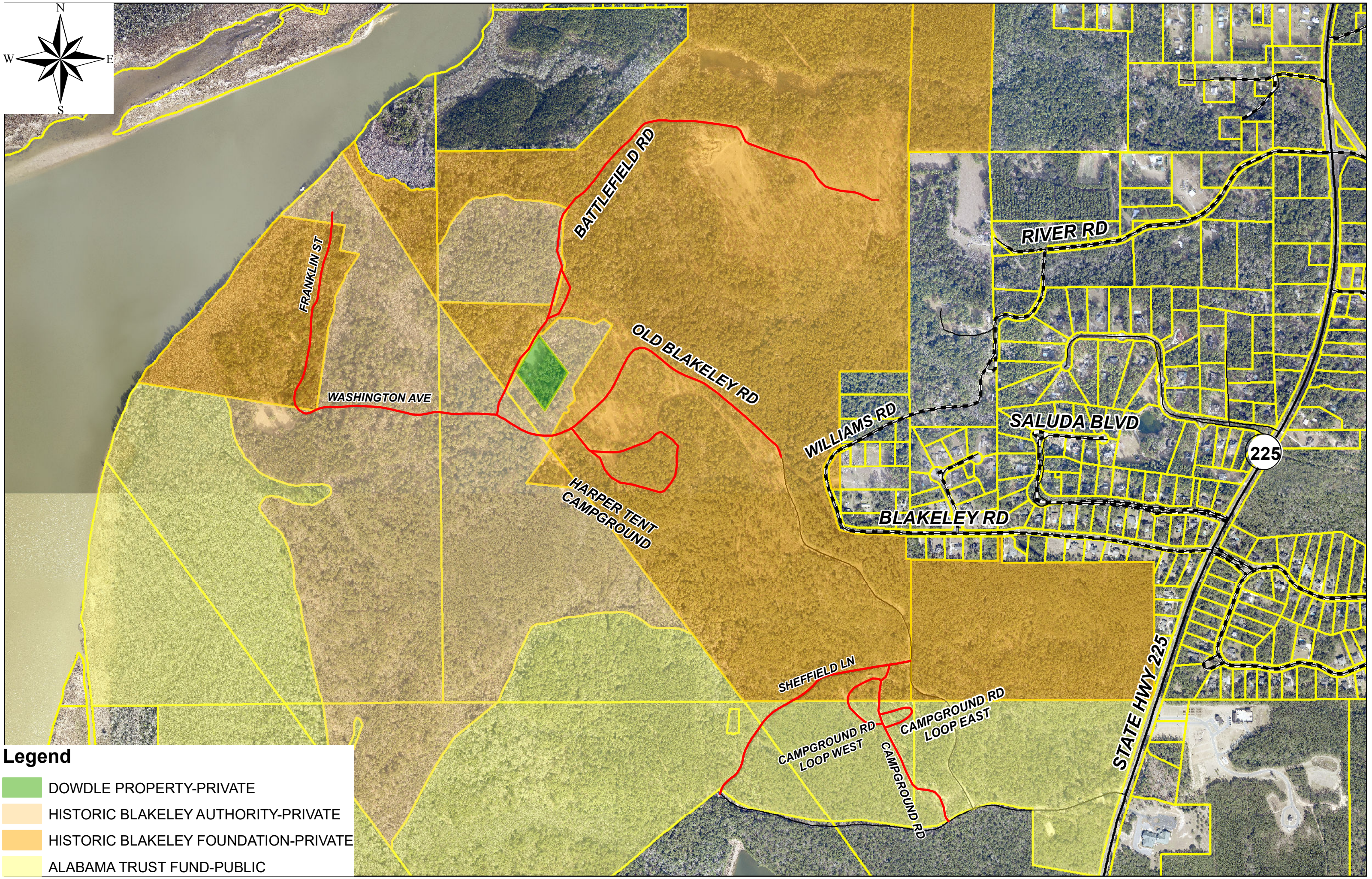
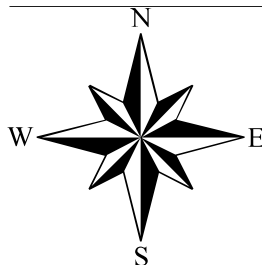
**Action required (list contact persons/addresses if documents are to be mailed or emailed):
N/A**

Additional instructions/notes: N/A

Baldwin County Highway Department Estimate Sheet

DATE	1/29/2020	Area:	100		
REQUESTED BY:	Joey Nunnally	SPONSORED BY:		LENGTH	WIDTH
LOCATION	Historic Blakeley State Park				
Scope of Work:	Grade and Pave Dirt/Rocked Roads				
ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT COST	SUBTOTAL
1	Equipment				
	Area 100 Barn				
EQ # 00381	GRADER	HOURS	80	\$ 67.50	\$ 5,400.00
EQ # 17195	DUMP TRUCK TRI-AXLE	HOURS	420	\$ 75.50	\$ 31,710.00
EQ # 01801	LOADER	HOURS	40	\$ 59.30	\$ 2,372.00
EQ # 00581	VIB ROLLER	HOURS	80	\$ 26.00	\$ 2,080.00
EQ # 82291	FUEL TRUCK	HOURS	10	\$ 27.10	\$ 271.00
	PICK UP TRUCKS	MILES	120	\$ 0.54	\$ 64.80
	Traffic Operations				
EQ # 03454	2008 TRUCK TRACTOR W/ TRAILER	HOURS	10	\$ 71.60	\$ 716.00
EQ # 02114	2016 PAVING MACHINE WEILER P385B	HOURS	80	\$ 135.00	\$ 10,800.00
EQ # 00349	CB10 VIBRATORY COMPACTOR	HOURS	80	\$ 22.30	\$ 1,784.00
EQ # 69747	2019 FORD F-450 CREW CAB	HOURS	20	\$ 35.00	\$ 700.00
EQ # 78571	2014 FLAT BED - SIGN FORD F-550	HOURS	60	\$ 46.38	\$ 2,782.80
EQ # 06969	2017 COMPACT TRACK LOADER	HOURS	30	\$ 37.00	\$ 1,110.00
	PICK UP TRUCKS	MILES	500	\$ 0.54	\$ 270.00
	TOTAL				\$ 60,060.60
2	LABOR				
	Area 100 Barn				
	MAN HOURS WITH EQUIPMENT	HOURS	630	\$ 30.00	\$ 18,900.00
	TRAFFIC OPERATIONS				
	MAN HOURS WITH EQUIPMENT	HOURS	560	\$ 30.00	\$ 16,800.00
	TOTAL				\$ 35,700.00
3	MATERIAL				
	Area 100 Barn				
	825-B	TONS	325	\$ 24.00	\$ 7,800.00

	TRAFFIC OPERATIONS				
	424A-341 3/4" ASPHALT (PICKED UP)	TONS	3650	\$ 55.65	\$ 203,122.50
	TOTAL				\$ 210,922.50
	TOTAL COST ESTIMATE				\$ 306,683.10





Baldwin County Commission

Agenda Action Form

File #: 20-0622, **Version:** 1

Item #: C4

Meeting Type: BCC Work Session

Meeting Date: 2/11/2020

Item Status: New

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

Submitted by: John Sedlack, Design Tech III

ITEM TITLE

Intersection Realignment and Installation of Turn Lanes at County Road 31 (Old Highway 31) and State Route 3 (U.S. Highway 31) - Resolution No. 2020-054 and Project Funding Agreement

STAFF RECOMMENDATION

Approve and authorize the Chairman to execute Resolution No. 2020-054 and a funding agreement for Preliminary Engineering, Right-of-Way, Utility Relocation, and Construction for the Intersection Realignment and Installation of Turn Lanes at County Road 31 (Old Highway 31) and State Route 3 (U.S. Highway 31).

BACKGROUND INFORMATION

Previous Commission action/date:

June 4, 2019 - The Commission authorized the Highway Department to submit a project funding application to the Alabama Department of Transportation (ALDOT) for a Highway Safety Improvement Program (HSIP) Intersection Improvements Project at U.S. Highway 31 and Old Highway 31 in Spanish Fort; and authorized the Chairman to execute a letter of intent and any other application related documents as required.

Background:

ALDOT has asked Baldwin County to partner with them on a Highway Safety Improvement Project (HSIP) for an intersection realignment and installation of turn lanes at County Road 31 (Old Highway 31) and State Route 3 (U.S. Highway 31). ALDOT has agreed to fund the project at a 90/10 split. The total project cost is \$458,951.00 with 90% (\$413,055.90) coming from Federal HSIP funds and Baldwin County funding the matching 10% (\$45,895.10).

FINANCIAL IMPACT

Total cost of recommendation: \$45,895.10

Budget line item(s) to be used: 0213419.5150.

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? No

Reviewed/approved by: N/A

Additional comments: Standard ALDOT Agreement

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up:

Administration Staff have the Commission execute the agreement and resolution and return to Highway Department (John Sedlack) for submittal to the Alabama Department of Transportation.

Highway Department submit the Resolution and Funding Agreement to the Alabama Department of Transportation.

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

Administration Staff prepare mail correspondence to:

Matthew J. Ericksen, P.E.
Southwest Region Engineer
1701 I-65 West Service Rd North
Mobile, Alabama 36618

Attention: Thomas W. Goodman, Jr., P.E.

Additional instructions/notes: N/A

**PRELIMINARY ENGINEERING, RIGHT-OF-WAY,
UTILITY, AND CONSTRUCTION
AGREEMENT
FOR A
HIGHWAY SAFETY IMPROVEMENT PROGRAM
PROJECT**

**BETWEEN THE STATE OF ALABAMA
AND THE
BALDWIN COUNTY COMMISSION**

**Intersection Realignment and Installation of
Turn Lanes at CR-31 (Old Highway 31) and
SR-3 (US-31)**

**Project No. HSIP-0220()
CPMS Ref# 100070637, 100070639,
100070638, and 100070641**

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the Baldwin County Commission, Alabama, [REDACTED] hereinafter referred to as the COUNTY.

WHEREAS, the STATE and the COUNTY desire to cooperate in the intersection realignment and installation of turn Lanes at CR-31 (Old Highway 31) and SR-3 (US-31); Project# HSIP-0220(); CPMS Ref# 100070637, 100070639, 100070638, and 100070641.

NOW, THEREFORE, it is mutually agreed between the STATE and the COUNTY as follows:

PART TWO (2): FUNDING PROVISIONS

- A. **Project Funding:** Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. Cost for the project will be financed, when eligible for Federal participation, on the basis of 90 percent Highway Safety Improvement Program funds (HSIP) and 10 percent COUNTY funds. Any deficiency in Federal Aid or overrun in costs will be borne by the COUNTY from COUNTY funds unless approved in writing by the STATE. In the event of an underrun in construction costs, the amount of Federal Aid funds will be the amount stated below, or 90% of eligible costs, whichever is less.

B. The estimated cost and participation by the various parties is as follows:

PRELIMINARY ENGINEERING

FUNDING SOURCE	ESTIMATED COSTS
Federal HSIP Funds	\$ 36,468.90
County Funds	\$ 4,052.10

TOTAL (Incl Indirect Cost)	\$ 40,521.00

RIGHT-OF-WAY

FUNDING SOURCE	ESTIMATED COSTS
Federal HSIP Funds	\$ 31,500.00
County Funds	\$ 3,500.00

TOTAL (Incl Indirect Cost)	\$ 35,000.00

UTILITY

FUNDING SOURCE	ESTIMATED COSTS
Federal HSIP Funds	\$ 45,000.00
County Funds	\$ 5,000.00

TOTAL (Incl CE&I & Indirect Cost)	\$ 50,000.00

CONSTRUCTION

FUNDING SOURCE	ESTIMATED COSTS
Federal HSIP Funds	\$ 300,087.00
County Funds	\$ 33,343.00

TOTAL (Incl CE&I & Indirect Cost)	\$ 333,430.00

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the COUNTY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the COUNTY relating to this project which is determined to be ineligible for reimbursement by the Federal Highway Administration (FHWA), or in excess of the limiting amounts previously stated, will not be an eligible cost to the project and will be borne and paid by the COUNTY.

- C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the COUNTY.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Industrial Access Road and Bridge Corporation Board, and the approved allocation shall be returned to the IARB for re-

allocation. A time extension may be approved by the IARB upon formal request by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor, and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the STATE.

PART THREE (3): PROJECT SERVICES

- A. The COUNTY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will be an eligible cost as part of this Agreement. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this Agreement will be accomplished on property owned by or which will be acquired by the COUNTY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the COUNTY. In cases where property is leased, or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the COUNTY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property or property interests acquired shall be in the name of the COUNTY with any condemnation or other legal proceedings being performed by the COUNTY.

The COUNTY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the COUNTY from the sale or lease of property.

- B. The COUNTY will adjust and/or relocate all Utilities in conflict with the project improvements. Associated Utility costs will be an eligible cost as part of this Agreement. The COUNTY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures.
- C. The STATE will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with STATE forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will be an eligible as part of this Agreement.

The COUNTY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the COUNTY and/or STATE and approved by the STATE. The plans, including the documents relating thereto, are of record in the Alabama Department of Transportation and are hereby incorporated in and made a part of this Agreement by reference. It is understood by the COUNTY that failure of the COUNTY to carry out the project in accordance with this Agreement and approved plans, including

documents related thereto, may result in the loss of federal or state funding and the refund of any federal or state funds previously received on the project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with the Guidelines for Operations for *Procedures for Processing State and Industrial Access Funded County and City Projects*, and attached hereto as a part of this Agreement prior to the COUNTY letting the contract.

- D. The COUNTY will furnish all construction engineering for the project with COUNTY forces or with a consultant approved by the STATE as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 15%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost as part of this Agreement.
- E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The COUNTY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

PART FOUR (4): CONTRACT PROVISIONS

- A. The COUNTY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the COUNTY to proceed.
- B. Associated Construction cost will be an eligible cost as part of this Agreement.

For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the COUNTY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The COUNTY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the COUNTY, the COUNTY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The COUNTY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this Agreement. The COUNTY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the COUNTY will provide all bids to the STATE with a recommendation for award. The COUNTY shall not award the contract until it has received written approval from the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

- C. If necessary, the COUNTY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The COUNTY will be the permittee of record with ADEM for the permit. The COUNTY and the contractor will be responsible for compliance with the permit, and the State will have no obligation regarding the permit. The COUNTY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

The COUNTY will secure all permits and licenses of every nature and description applicable to the project in any manner; conform to and comply with the requirements of any such permit or license; and comply with each and every requirement of any and all

agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

- D. The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation, and the project will be built in accordance with the approved plans.
- E. The COUNTY shall be responsible at all times for all of the work performed under this Agreement and, as provided in Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

For all claims not subject to Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this Agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.

- F. The COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.
- G. Upon completion and acceptance of this project by the State, the COUNTY will assume full ownership and responsibility for the portion of the project work on COUNTY right-of-way and maintain the project in accordance with applicable State law and comply with the Department's Local Road Maintenance Certification Policy.

PART FIVE (5): ACCOUNTING PROVISIONS

- A. The COUNTY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The COUNTY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, and unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this Agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE of the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- B. The COUNTY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.
- C. The COUNTY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.
All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

The COUNTY will report to the STATE the progress of the project in such manner as the STATE may require. The COUNTY will also provide the STATE any information requested by the STATE regarding the project. The COUNTY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.

The COUNTY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project and any and all data and records which in any way relate to the project or to the accomplishment of the project. The COUNTY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the COUNTY will give its full cooperation to those persons or their authorized representatives, as applicable.

The COUNTY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

- D. The COUNTY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to and the right to examine any of said materials at all reasonable times during said period.
- E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this Agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this Agreement.
- F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the COUNTY, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

- A. By entering into this Agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE, and nothing in this Agreement creates an agency relationship between the parties.
- B. It is agreed that the terms and commitments contained in this Agreement shall not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that, if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may be enacted during the term of this Agreement, then the conflicting provision in this agreement shall be deemed null and void.
- C. By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
- D. No member, officer, or employee of the COUNTY, during their tenure of employment and for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.

- F. This Agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.
- G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.
- H. **Exhibits A, E, H, M, and N** are hereby attached to and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

ATTEST:

Baldwin County, Alabama

By: _____
County Administrator (Signature)

By: _____
As Chairman (Signature)

Print Name of County Administrator
(AFFIX SEAL)

Print Name of Chairman

This agreement has been legally reviewed and approved as to form and content.

By: _____
William F. Patty,
Chief Counsel

RECOMMENDED FOR APPROVAL:

Matthew J. Ericksen, P.E.
Southwest Region Engineer

D.E. (Ed) Phillips, P.E.
State Local Transportation Engineer

Don T. Arkle, P. E.
Chief Engineer

STATE OF ALABAMA, ACTING BY AND THROUGH
THE ALABAMA DEPARTMENT OF TRANSPORTATION

John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND
SIGNED BY THE GOVERNOR ON THIS _____ DAY OF _____, 20____.

KAY IVEY
GOVERNOR, STATE OF ALABAMA

RESOLUTION NUMBER 2020-054

BE IT RESOLVED by the Baldwin County Commission as follows:

That the County enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation, relating to a project for:

Intersection realignment and installation of turn Lanes at CR-31 (Old Highway 31) and SR-3 (US-31); Project# HSIP-0220(); CPMS Ref# 100070637, 100070639, 100070638, and 100070641.

A copy of the agreement has been submitted to the Commission, and the Commission hereby approves the agreement. The Commission hereby authorizes and directs that the agreement be executed in the name of the County, by the Chairman for and on its behalf and attested by the County Administrator, and the official seal of the County shall be affixed thereto.

BE IT FURTHER RESOLVED that, upon the completion of the execution of the agreement by all parties, a copy of such agreement be kept on file by the County.

I, the undersigned qualified and acting County Administrator of Baldwin County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County named therein, at a regular meeting of such Commission held on the _____ day of _____, 20____, and that such resolution is on file in the County Administrator's Office.

ATTESTED:

County Administrator

Chairman

_____ day of _____, 20____, and that such resolution is of record in the office of the County Administrator.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this _____ day of _____, 20____.

County Administrator

(AFFIX SEAL)

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

EXHIBIT E

TERMINATION OR ABANDONMENT

- a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.
- b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the COUNTY upon an equitable basis. The value of the work performed by the COUNTY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:
 1. The ratio of the amount of work performed by the COUNTY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.
 2. The amount of the expense to which the COUNTY is put in performing the work to be terminated in proportion to the amount of expense to which the COUNTY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the COUNTY prior to the termination, no consideration will be given to profit, which the COUNTY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the COUNTY, the value of the work performed by the COUNTY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.
- b. Should the AGREEMENT be terminated due to default by COUNTY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EXHIBIT H

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EQUAL RIGHTS PROVISIONS

During the performance of this contract, the COUNTY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The COUNTY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

EXHIBIT H

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- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The COUNTY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The COUNTY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the COUNTY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the COUNTY of the COUNTY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The COUNTY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

EXHIBIT H

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records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a COUNTY is in the exclusive possession of another who fails or refuses to furnish this information, the COUNTY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the COUNTY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the COUNTY under contract until the COUNTY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The COUNTY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The COUNTY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a COUNTY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the COUNTY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

1. **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the COUNTY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

EXHIBIT H

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The COUNTY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.
3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the COUNTY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The COUNTY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The COUNTY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

- a. The COUNTY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

EXHIBIT H

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- b. The COUNTY, in accordance with the status of COUNTY as an independent contractor, covenants and agrees that the conduct of COUNTY will be consistent with such status, that COUNTY will neither hold COUNTY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that COUNTY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of COUNTY.

COUNTYS' CERTIFICATIONS

The COUNTY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non- salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the COUNTY. The COUNTY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the COUNTY at the time of execution of the AGREEMENT. The COUNTY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The COUNTY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The COUNTY agrees that a meal allowance shall be limited to COUNTY employees while in travel status only and only when used in lieu of a per diem rate.

The COUNTY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The COUNTY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and COUNTY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, COUNTY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The COUNTY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION**

**SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL
ACCESS FUNDED COUNTY AND CITY PROJECTS**

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an inplace annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

RECOMMENDED FOR APPROVAL:


BUREAU CHIEF/REGION ENGINEER

APPROVAL:


CHIEF ENGINEER

APPROVAL:


TRANSPORTATION DIRECTOR

NOVEMBER 1, 2017

DATE



Baldwin County Commission

Agenda Action Form

File #: 20-0726, **Version:** 1

Item #: C5

Meeting Type: BCC Work Session

Meeting Date: 2/11/2020

Item Status: New

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

Tyler Mitchell, P.E., Construction Manager

Michael Campbell, Engineer Tech I

Submitted by: Lisa Sangster, Administrative Support Specialist IV

ITEM TITLE

License Agreement No. 20003 - Keller Road Right-of-Way

STAFF RECOMMENDATION

Approve License Agreement No. 20003 permitting Baldwin County Sewer Service, LLC, c/o Richie Barnett, to install a 2-inch sewer force main on the south side of Keller Road right-of-way from the intersection of Keller Road and Riverwood Drive, westward approximately 485 linear feet. *(The term of this agreement shall commence on the date of full execution. License for installation shall terminate at 11:59 p.m. on August 31, 2020. License for Maintenance shall be indefinite according to the terms of this Agreement.)*

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Baldwin County Sewer would like to install a 2-inch sewer force main on the south side of Keller Road right-of-way from the intersection of Keller Road and Riverwood Drive westward approximately 485 linear feet to be able to add service for a resident. Appropriate erosion and sediment control practices shall be utilized and no clearing shall take place.

License Agreement is forthcoming.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: County Attorney is currently reviewing.

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administrative Staff have license agreement executed by the Chairman and the original forwarded to the County Engineer. Michael Campbell will issue the license agreement and conduct all necessary follow up inspections on work performed.

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

Additional instructions/notes: N/A



LA # 20003 Keller Road Baldwin County Sewer Service, LLC Site Map



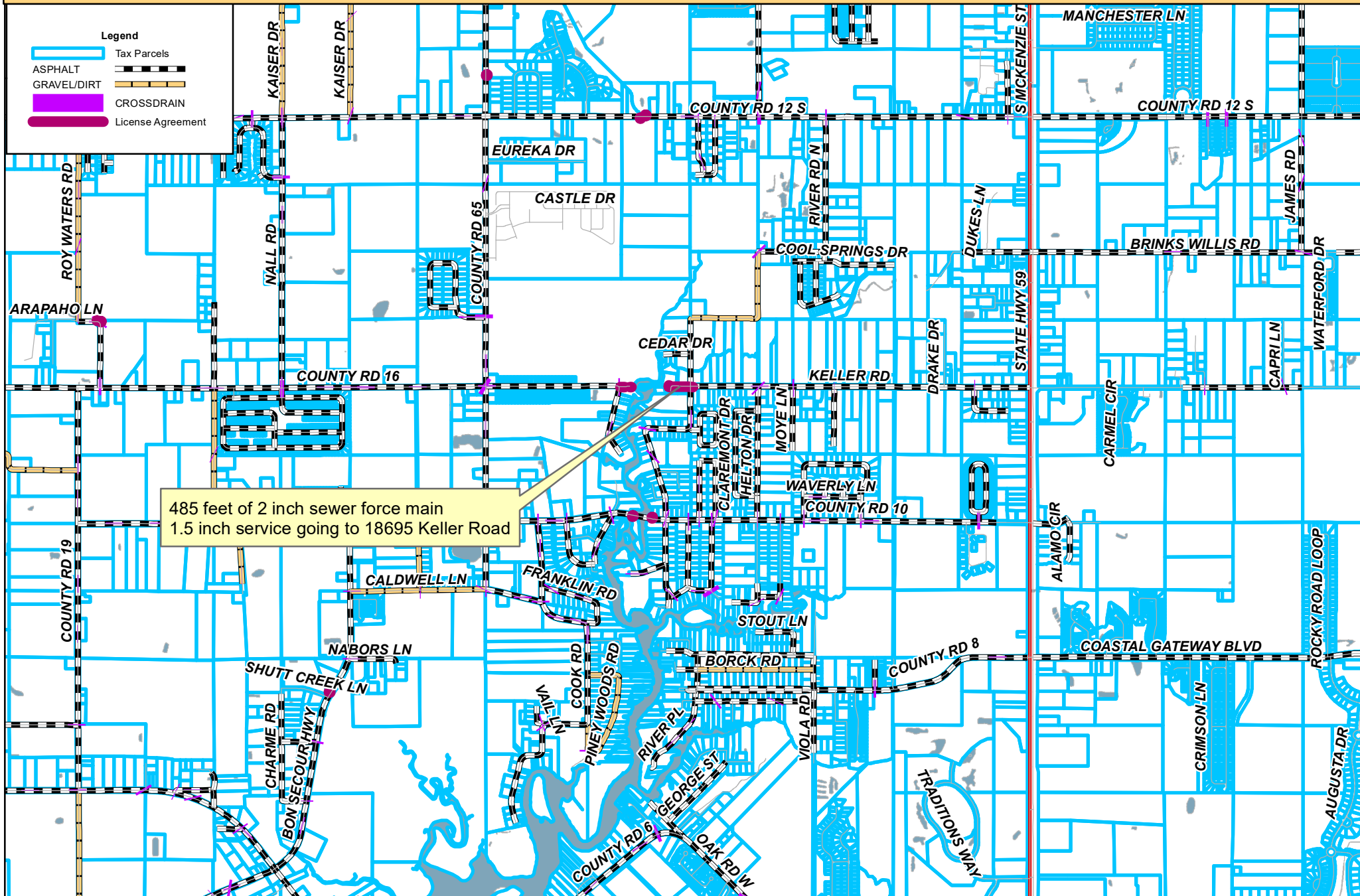
Legend

- Tax Parcels
- ASPHALT
- GRAVEL/DIRT
- License Agreement





LA # 20003 Keller Road Baldwin County Sewer Service, LLC Vicinity Map





Baldwin County Commission

Agenda Action Form

File #: 20-0718, **Version:** 1

Item #: D1

Meeting Type: BCC Work Session

Meeting Date: 2/11/2020

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Matthew Brown, BRATS Director of Transportation

ITEM TITLE

Request for Proposals for On-Demand, Dynamic Scheduling Software

STAFF RECOMMENDATION

Authorize Baldwin Regional Area Transit System (BRATS) staff, in coordination with the Purchasing Manager, Communications and Information Systems (CIS), and Alabama Department of Transportation (ALDOT), to issue a Request for Proposals for on-demand, dynamic scheduling software.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: BRATS has utilized the same scheduling software for nearly ten years. Despite updates, the software has become antiquated and is difficult to use. We have numerous outstanding work orders with the current vendor. The biggest issue with the current software is its inability to communicate trip status with passengers and easily accommodate same-day and on-demand scheduling.

BRATS has had opportunity to meet with at least three prominent vendors of modern on-demand software technology. BRATS representatives have also visited with at least one transit system operating this type of software in service. BRATS would like to engage in a rigorous Request for Proposals (RFP) process ahead of the Fiscal Year 2021 budget cycle so that it can make educated budgeting decisions.

In August 2019, the Commission authorized BRATS to apply for a competitive grant to pursue new on-demand software. There has been a delay in the award of this grant funding, and it is uncertain when these awards will be announced. BRATS believes that it will be awarded funding for the software under its Fiscal Year 2021 formula grant through ALDOT and for this reason would like to continue with the RFP process.

FINANCIAL IMPACT

Total cost of recommendation: There will be no cost commitment associated with the request for proposals process. However, if a satisfactory vendor is ultimately identified, the software cost is expected to range from between \$160,000.00 and \$300,000.00 in the Fiscal Year 2021 budget. If approved for funding through ALDOT, 80% of the cost would be covered by the grant, leaving 20% to be funded locally (\$32,000.00 to \$60,000.00).

It is possible that there will be some up-front costs incurred in the current fiscal year to ensure a roll-out in early Fiscal Year 2021. These costs are expected to be less than \$30,000.00 and will be covered 80% by the existing grant. Current budgeted amounts will be sufficient to cover these costs. No additional funding will be needed for the current fiscal year.

Budget line item(s) to be used: 51930.5235

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

LEGAL IMPACT

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

No.

Reviewed/approved by: N/A

Additional comments: 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: No

Individual(s) responsible for follow up: N/A

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

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 20-0712, **Version:** 1

Item #: G1

Meeting Type: BCC Work Session

Meeting Date: 2/11/2020

Item Status: New

From: Terri Graham, Development and Environmental Director

Submitted by: Suzanne Doughty, Senior Accountant

ITEM TITLE

Baldwin County Solid Waste Standard On-call Contract for Engineering and Related Services

STAFF RECOMMENDATION

Based on Baldwin County Policy #9.10, take the following action related to standard on-call contract for engineering and related services:

1) Make the following standard Master On-Call Contract for Professional Services part of the record:

LaBella PC

2) Approve and Authorize the Chairman to execute the contract including the attached Exhibit A, Insurance Requirements. The Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon the earlier of (i) the expiration of thirty six (36) months or (ii) a written notification of termination received by either party within the required thirty (30) day period.

BACKGROUND INFORMATION

Previous Commission action/date: Yes - 06/18/2019

Background: During the June 18, 2019, regularly scheduled Baldwin County Commission Meeting, the following eleven (11) master on-call contracts were approved and sent to vendors for execution:

1. Aptim Government Solutions, LLC
2. CDG Engineers and Associates
3. Cornerstone Environmental Group, LLC
4. Environmental Business Services
5. Goodwyn, Mills and Cawood, Inc.
6. Green Electric
7. Highlands Technical Services, Inc.
8. Payne Environmental Services
9. SCS Field Services

- 10. Thompson Engineering, Inc.
- 11. Volkert BG, Inc.

To date, eleven (11) of the sixteen (16) mailed contracts have been signed and returned to the Commission. Staff has not received signed contracts back from the following vendors: LaBella PC (formerly Joyce Engineering), Pace Analytical (formerly Envirochem, Inc.), Southern Earth Sciences, Inc., Terracon Consultants, Inc., and TTL, Inc.

Staff would like to make these contracts part of the record as these vendors will be the Master On-Call Contractors for Engineering and Related Services, once the Commission Chairman signs the contracts and they are fully executed.

Policy #9.10 was approved by the Baldwin County Commission on January 19, 2016, and this policy established a uniform method for the acquisition of engineering and related services for all Solid Waste Department projects. The approval of the attached on-call contracts will allow the Development and Environmental Director to select a qualified consultant from an established list of contract consultants for projects estimated and budgeted less than or equal to \$100,000.00.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Yes

Reviewed/approved by: Reviewed by Brad Hicks, County Attorney, February 5, 2020

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 & Terri Graham, Development and Environmental Director

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

Administration staff to have Chairman sign the agreement and send fully executed copy of agreement to vendor.

LaBella
1604 Ownby Lane
Richmond, Virginia 23220

Additional instructions/notes: N/A

State of Alabama)
County of Baldwin)

MASTER ON CALL CONTRACT FOR PROFESSIONAL SERVICES

This Master On Call Contract for Professional Services (hereinafter "Contract") is made and entered into by and between the County of Baldwin (hereinafter "COUNTY") acting by and through its governing body, the Baldwin County Commission (hereinafter "COMMISSION"), and LaBella PC (hereinafter "PROVIDER").

WITNESSETH:

Whereas, COUNTY, pursuant to authority granted under Alabama law, is continuously involved in numerous projects relating to the design, construction, improvement, monitoring, maintenance, and/or repair of solid waste and environmental systems throughout Baldwin County, Alabama; and

Whereas, PROVIDER is a company qualified to do business in state of Alabama, staffed with licensed professional who have specialized expertise and training in the provision of services, including, without limitation, survey, design, geotechnical and material testing, construction engineering, inspection, monitoring, regulatory and compliance consulting, maintenance, improvement and/or repair, relating to solid waste and environmental systems ("Services"); and

Whereas, by Baldwin County Policy #9.10, the Baldwin County Commission has delegated to the Baldwin County Development and Environmental Director the authority to select and retain the services of qualified professional engineering firms to provide said services in relation to any COUNTY solid waste or environmental project, if the expense of PROVIDER's services is less than one-hundred thousand dollars (\$100,000.00), and if such services are otherwise subject to a global contract between COUNTY and the selected firm which sets out the governing terms and conditions of the parties' relationship; and

Whereas, the parties now wish to enter into such a global contract, to wit this Master On Call Contract for Professional Services, thereby authorizing the Baldwin County Development and Environmental Director to retain the services of PROVIDER from time to time, by and through separate scope of work agreements, as defined herein, under and subject to this Contract, in relation to County projects necessitating Services only as to such projects for which the expense for PROVIDER's services is less than one-hundred thousand dollars (\$100,000.00).

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: LaBella PC
 - D. SCOPE OF WORK AGREEMENT: Unless otherwise agreed between PROVIDER and Development and Environmental Director in writing, "scope of work agreement" shall mean and include the cumulative exchange of communications and acknowledgments between PROVIDER and Development and Environmental Director by which they set out and agree to the terms, conditions and details of Services for any discrete, independent project, and shall for each such project include a scope of work prepared by Development and Environmental Director, PROVIDER's acceptance thereof together with a fee proposal, and Development and Environmental Director's acceptance thereof by way of a notice to proceed.
- II. Obligations Generally. The COUNTY hereby retains PROVIDER to provide, and the PROVIDER agrees to perform for the COUNTY, said Services as the Baldwin County Development and Environmental Director may from time to time authorize and retain by separate, independent scope of work agreements issued pursuant and subject to this Contract. Each said scope of work agreement shall be subject to this Contract and shall be governed in all respects by the terms and conditions herein. Each respective scope of work agreement, together with this document, shall serve as an independent, binding contract. PROVIDER shall immediately commence performance of the Services outlined herein upon full execution of this Contract and as directed in respective scope of work agreements. All work shall be commenced and completed in a timely manner as, and at the times, herein set out and as set out in each respective scope of work agreement.
- 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 Constitution of Alabama 1901, as the same may be amended from time to time. The parties acknowledge that the COUNTY reserves the right to enter into agreements with other providers as deemed necessary by the COUNTY.
- VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently registered, certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein and as may be authorized in any and all said scope of work agreements, and that PROVIDER shall renew, maintain and otherwise ensure that all such registrations, certifications, licenses, and permits are current and valid, without interruption, for and through completion of such services.
- VII. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws, rules 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 and respective scope of work agreements. 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 or any other benefits offered by the COUNTY, 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 and respective scope of work agreements.

- 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, together with respective scope of work agreements, represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract, and respective scope of work agreements, may be amended only by written instrument signed by authorized 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 or any respective scope of work 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 COUNTY to thereafter enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
- XIII. Assignment.** Neither this Contract nor any respective scope of work agreement, nor any interest therein, shall 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. Without limitation, the parties acknowledge and agree that PROVIDER shall not assign, subcontract or otherwise delegate any part, discipline or aspect of PROVIDER's obligations hereunder, or in any respective scope of work agreement, without obtaining COUNTY's prior written approval, including COUNTY's approval of the entity to which such assignment, subcontract or delegation would be made.

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 or respective scope of work agreements, 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. PROVIDER agrees to provide any releases or further assurances required by the COUNTY to evidence the rights granted by this section XIV.

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: LaBella
1604 Ownby Lane
Richmond, VA 23220

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 service firm. The general scope of work for the Services shall include those set out in each scope of work agreement as the same may be made from time to time during the term of this Contract by PROVIDER and the Baldwin County Development and Environmental Director. Each such scope of work agreement made hereunder shall be subject to this Contract. The parties acknowledge and agree that each such scope of work agreement shall be deemed and treated as a separate and independent agreement between the parties, subject to the terms and conditions of this Contract.

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

PROVIDER is responsible for the professional quality, technical

accuracy, timely completion and coordination of all services furnished by or in relation to this Contract and respective scope of work agreements. Failure to meet project schedules, scopes, standards and any other related project criteria will be considered for future use of this Contract. Failure to adhere to the terms and conditions of this Contract shall be considered for future use and extension of this Contract. Errors and omissions to the project plans, specifications, estimates and all other project related documents shall be considered for future use and extension of this Contract.

PROVIDER represents and warrants that its Services shall be performed within the limits, standards and requirements 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 compensation subject to the terms set out herein and in accordance with the respective scope of work agreements.
- C. The COUNTY shall make available to PROVIDER all information, materials and accommodations within COUNTY's control, as reasonably necessary to PROVIDER's performance hereunder.

XVIII. Termination of Services. The COUNTY or PROVIDER may terminate this Contract, or any and all scope of work agreements executed hereunder, 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 respective work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered under the respective scope of work agreement, and the COUNTY shall pay for any expenses deemed by COUNTY to be a reimbursable expense incurred

pursuant to such scope of work agreement prior to the date of termination.

XIX. Compensation Limited. The compensation to be paid to the PROVIDER shall be as provided herein and each respective scope of work agreement, and such compensation shall be the full compensation for all work performed by PROVIDER under this Contract and such respective scope of work agreement. Any and all additional expenditures or expenses of PROVIDER not listed in full within this Contract or respective scope of work agreement shall not be considered as a part of this Contract or scope of work agreement, and shall not be demanded by PROVIDER or paid by COUNTY. Provided, however, that penalties and/or incentives may be provided for in respective scope of work agreements at the discretion of the Development and Environmental Director, and provided further that any such incentive shall not cause total compensation to PROVIDER under any scope of work agreement to exceed the \$100,000.00 limitation imposed pursuant to Baldwin County Policy #9.10 as aforesaid.

XX. Direct Expenses. 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 ninety (90) 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 the same shall terminate upon the earlier of (i) the expiration of thirty six (36) months or (ii) a written notification of termination received by either party within the required thirty (30) day period. Provided, however, that any scope of work agreement properly executed within the term of this Contract shall remain valid and effective pursuant to the terms of such scope of work agreement if the time for performance of such scope of work agreement does not exceed thirty six (36) months and so long as

such scope of work agreement is not otherwise terminated by either party as provided for 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. 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 and hold the COUNTY and its commissioners, officers, directors, employees and representatives (collectively herein, "COUNTY") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs and expenses including, without limitation, attorneys' fees and costs, for any and all personal injury (including death), property damage or any other damage or injury of any kind or nature whatsoever, incurred by, asserted against, or imposed upon COUNTY, arising from or related to the acts, errors or omission of the PROVIDER arising from or related to this Contract, the respective scope of work agreements, or the services to be provided thereunder. This indemnification shall survive the termination or expiration of this Contract. Further, PROVIDER shall have and maintain throughout the term of this Contract, and all such scope of work agreements, adequate professional liability insurance and general liability insurance in such amounts as may be determined by the Development and Environmental Director. Except as otherwise required or modified in writing by the Development and Environmental Director or in a scope of work agreement, the minimum insurance requirements shall be as set forth in the attached Exhibit A.
- XXV. Governing Law.** This Contract and respective scope of work agreements, in all respects, including, without limitation, 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. Number of Originals.** This Contract shall be executed with three originals, each of which are equally valid as an original.

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

ATTEST:

_____/_____
BILLIE JO UNDERWOOD /Date
Chairman

_____/_____
WAYNE DYESS /Date
County Administrator

State of Alabama)
County of Baldwin)

I, _____, Notary Public in and for said County, in said State, hereby certify that, Billie Jo Underwood, whose name as Chairman of the Baldwin County Commission, and Wayne Dyess, whose name as County Administrator of the Baldwin County Commission, are known to me, acknowledged before me on this day that, being informed of the contents of this Contract, they, as such officers and with full authority, executed same voluntarily on behalf of said Commission.

Given under my hand and official seal, this the ____ day of _____, 2020.

Notary Public, _____ County, _____
My Commission Expires: _____

PROVIDER

LaBella Associates, PC - Jennifer P. Johnson

BY: [Signature] / 1/15/2020
AS ITS: Division Director /Date

State of Alabama)
County of Baldwin)

I, Rosalee Allen, Notary Public in and for said County, in said State, hereby certify that, Jennifer Johnson, whose name as Div. Director of LaBella Associates, a Consulting Firm, is known to me, acknowledged before me on this day that, being informed of the contents of this Contract, he/she, as such officer and with full authority, executed same voluntarily on behalf of said LaBella Associates.

Given under my hand and official seal, this the 15th day of January 2020.

[Signature]
Notary Public, Richmond County, City Virginia
My Commission Expires: 9-30-20



Exhibit “A”

Insurance Requirements

The PROVIDER, at its sole expense, shall obtain and maintain in full force the following insurance to protect the PROVIDER and the Baldwin County Commission, Baldwin County, Alabama at limits and coverages specified below. These limits and coverages specified are the minimum to be maintained and are not intended to represent the correct insurance needed to fully and adequately protect the PROVIDER. The requirements shown for “large projects” are for those projects whose cost are greater than or equal to \$50,000. The requirements shown for “small projects” are for those with cost less than \$50,000.

All insurance will be provided by insurers licensed to conduct business in the State of Alabama and shall have a minimum A.M. Best rating of A- VII and must be acceptable to the Baldwin County Commission, Baldwin County, Alabama. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the Baldwin County Commission, Baldwin County, Alabama, for prior approval.

No work shall be performed until proof of compliance with the insurance requirements has been received by the Baldwin County Commission.

(a) Worker’s Compensation and Employers Liability

Part One: Statutory Benefits as required by the State of Alabama

Part Two: Employers Liability

	<u>Large Projects</u>	<u>Small Projects</u>
Each Accident	\$1,000,000	\$500,000
Each Employee	\$1,000,000	\$500,000
Policy Limit	\$1,000,000	\$500,000

	<u>Large Projects</u>	<u>Small Projects</u>
Bodily Injury by accident (Each Accident)	\$1,000,000	\$500,000
Bodily Injury by disease (Aggregate)	\$1,000,000	\$500,000

(b) **Commercial General Liability**

Coverage on an Occurrence form with a combined single limit (Bodily Injury and Property Damage combined) as follows:

	<u>Large Projects</u>	<u>Small Projects</u>
Each Occurrence	\$1,000,000	\$500,000
Personal and Advertising Injury	\$1,000,000	\$500,000
Products/completed Operation Aggregate	\$2,000,000	\$500,000
General Aggregate	\$2,000,000	\$500,000

- Coverage to include:
 - Premises and operations
 - Personal Injury and Advertising Injury
 - Independent Consultants
 - Blanket Contractual Liability
 - Broad Form Property Damage
- The PROVIDER shall name the Baldwin County Commission, its employees and agents as additional insured for claims arising out of the PROVIDER and/or Sub-Provider's work. The naming of the additional insured does not obligate the additional insured to pay any premiums due.
- Aggregate limits to be on a "per project" basis OR an Owners and PROVIDERs Protective Liability Policy shall be provided in the name of Baldwin County Commission, Baldwin County, Alabama, the PROVIDER and Sub-Providers. Limits to be the same as above Commercial General Liability.

(c) **Automobile Liability**

Covering all Owned, Non-Owned, and Hired vehicles with a Combined single limit (bodily injury and property damage combined) of \$1,000,000 each accident for **large** projects and \$500,000 for **small** projects. The policy shall name Baldwin County Commission, Baldwin County, Alabama as an Additional Insured.

Professional Liability

Coverage for professional liability shall be in amount of \$1,000,000.00 for all large projects which are greater than \$50,000.00. For Smaller projects which are projects less than \$50,000.00, the PROVIDER shall provide \$250,000.00 of proof liability coverage.

Waiver of Subrogation

The Workers Compensation Policy shall contain a Waiver of Subrogation in favor of the Baldwin County Commission, Baldwin County, Alabama.

Certificate of Insurance

A Certificate of Insurance evidencing the above minimum requirements must be provided to and accepted by the Baldwin County Commission, Baldwin County, Alabama PRIOR to commencement of any work on the contract. Each policy shall be endorsed to provide thirty (30) days written notice of cancellation to the Baldwin County Commission, Baldwin County, Alabama.



Baldwin County Commission

Agenda Action Form

File #: 20-0711, **Version:** 1

Item #: G2

Meeting Type: BCC Work Session

Meeting Date: 2/11/2020

Item Status: New

From: Terri Graham, Development and Environmental Director
Suzanne Doughty, Senior Accountant

Submitted by: Suzanne Doughty, Senior Accountant

ITEM TITLE

Baldwin County Solid Waste Uncollectible Residential Accounts

STAFF RECOMMENDATION

Approve the attached uncollectible residential garbage accounts list for write-offs in the amount of \$428.00.

BACKGROUND INFORMATION

Previous Commission action/date: No

Background:

Date: 10/15/2019 - Commission approved to write off \$234.00 of uncollectible residential garbage accounts.

Date: 11/19/2019 - Commission approved to write off \$1,183.00 of uncollectible residential garbage accounts.

Date: 12/19/2019 - Commission approved to write off \$344.00 of uncollectible residential garbage accounts.

Date: 01/21/2020 - Commission approved to write off \$945.00 of uncollectible residential garbage accounts.

The accounts listed in the attached spreadsheet all have balances that are uncollectible. All accounts listed have been thoroughly reviewed by Baldwin County Solid Waste Deputy, Solid Waste Officers and/or the Senior Accountant. All accounts have undergone the following procedure as prescribed for by both State Law and County Commission resolution (where forwarding address is verifiable and within Baldwin County):

1. Notice of delinquency provided. Statement contains "Past Due" watermark.
2. If account is not brought current by the first week of the following billing month, a *Notice of Show Cause Hearing* is mailed immediately.
3. If account remains delinquent after subsequent attempts to collect, a delinquency letter is sent via

the District Attorney's office.

4. When deemed appropriate, house visits or do not pick-up service orders will be implemented.

5. If account remains delinquent after all attempts to collect (noted above) have been exhausted, the account holder, where appropriate, is referred to the District Attorney for possible criminal prosecution.

FINANCIAL IMPACT

Total cost of recommendation: \$428.00

Budget line item(s) to be used: 511.14990 Allowance for uncollectible accounts

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Solid Waste Collection Administration and Finance and Accounting Department

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

Additional instructions/notes: N/A

Baldwin County Solid Waste
Residential Uncollectible Accounts
February 2020

BillToName	BillToCity	BillToState	Reason	BalanceTotal	DA Letter	Cert SC	Summons
Dobson, William T.	Foley	AL	Unable to Locate	\$ 76.00	X	X	X
Evers, Devan	Molino	FL	Out of State	\$ 80.00	X	X	
Guerrero, Tony	Daphne	AL	Deceased - DOD: 11/30/19	\$ 92.00	X	X	
Rodriguez, Juan Carlos	Foley	AL	Unable to Locate	\$ 180.00	X	X	X
				<u>\$ 428.00</u>			



Baldwin County Commission

Agenda Action Form

File #: 20-0713, **Version:** 1

Item #: G3

Meeting Type: BCC Work Session

Meeting Date: 2/11/2020

Item Status: New

From: Terri Graham, Development and Environmental Director

Submitted by: Suzanne Doughty, Senior Accountant

ITEM TITLE

CORE Computing Solutions, Inc. - Maintenance and Support for eMobile On-Board Tablets

STAFF RECOMMENDATION

Approve and Authorize the Chairman to execute the Second Amendment to Professional Services Agreement with CORE Computing Solutions, Inc., which details the pricing of eMobile maintenance and support monthly fees of \$89.00 per each active on-board tablet. The Agreement shall be effective and commence immediately upon the same date as its full execution.

BACKGROUND INFORMATION

Previous Commission action/date: Yes - 02/19/2013

Background: The implementation of eMobile On-Board tablets provides more efficient operations by giving us the ability to dispatch service requests to drivers without paper and as they are out in the field. Also, this functionality gives us the ability to update the customer's account in real-time regarding services provided. This additional module allows us to move forward and make use of the technology it can provide, especially with mapping/routing functions.

The Baldwin County Commission in its regularly scheduled meeting approved the implementation of the CORE Computing Solutions, Inc. Online "Cloud" and Customer Web Portal deployments. The Chairman executed a First Amendment (which details the pricing for the software additions) to the Professional Services Agreement on March 19, 2013. The Professional Services Agreement for initial software purchase and implementation was approved during the August 18, 2009, regularly scheduled meeting. The terms of the agreement will automatically renew, unless Licensee shall provide Licensor with written notice of non-renewal not less than sixty (60) days prior to the end of the then-current month.

03/17/2009 Regularly Scheduled Meeting - Authorized staff to prepare the Request for Proposals (RFP's) for the Solid Waste Routing, Billing, and Scale House Software and Professional Services and authorize the Purchasing Officer to solicit the Request for Proposals.

07/07/2009 - Regularly Scheduled Meeting - Authorize staff to begin negotiations with CORE Computing Solutions, Inc., so that a final recommendation for award can be made to the Baldwin County Commission for the purchase and installation of the Solid Waste Routing, Billing and Scale House software.

08/18/2009 - Regularly Scheduled Meeting - Award the Request for Proposal (RFP) to CORE Computing Solutions, Inc., in the amount of \$139,425.00 and authorize the Chairman to execute all necessary documents for the purchase and installation of the Solid Waste Routing, Billing and Scale House Software for the Baldwin County Solid Waste Department.

10/05/2010 - Approved Merchant Service agreement with BB&T using the utility company rates. Currently, the Solid Waste Collection Administrative office accepts credit card payments on the telephone transactions, in person, and online. The CORE Customer Web Portal is a web based application that provides our customers with real-time access to their account information. The customers can view, print, and pay bills (Credit Card). Also, they can enroll in automatic payments, sign up for recurring payments (ACH & Credit Card), update their billing information, request service, view payment history, and check their active services. The CORE Customer Web Portal is an add-on interface to their billing software. The CORE software was approved during August 18, 2009 regularly scheduled meeting.

The CORE online hosting "CLOUD" would save us on data security and PCI compliance cost. CORE's cloud solution is hosted in a tier-1 facility. They have four different internet service providers routed in their building which provides simultaneous connectivity. CORE's storage area network is dual controllers and dual switches in a redundant, multi-path configuration. The databases are hosted on RAID-10 disks.

04/03/2018 - Regularly Scheduled Meeting - The Baldwin County Commission authorized staff to implement the move of the Onsite Solid Waste Administration Commercial/Scales Software to an online hosting environment with CORE Computing Solutions, Inc., to include Solid Waste Commercial Billing and each of the three scale locations (Magnolia Landfill, MacBride Landfill, and Bay Minette Transfer Station). This implementation results in no additional charges or fees from CORE Computing Solutions, Inc.

The terms of the Software License and Support Agreement as well as the First Amendment to Professional Services Agreement with CORE Computing Solutions, Inc. will not change with the exception of the effective and termination dates.

FINANCIAL IMPACT

Total cost of recommendation: \$89.00 per month per each active on-board tablet - approximately 25 tablets

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?
Yes

Reviewed/approved by: Reviewed by Brad Hicks, County Attorney

Additional comments: Changes made per markup

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: Terri Graham, Development and Environmental Director

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Nathaniel Piersall, President
CORE Computing Solutions, Inc.
Post Office Box 56231
Jacksonville, Florida 32241

Additional instructions/notes: N/A

STATE OF ALABAMA)

COUNTY OF BALDWIN)

SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT

(CORE Computing Solutions, Inc.)

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter called the "Second Amendment") is made by and between the County of Baldwin, acting by and through its governing body, the Baldwin County Commission (hereinafter called "COUNTY"), and CORE Computing Solutions, Inc. (hereinafter referred to as "PROVIDER", "CORE" or "EnCore") with both parties hereto jointly referred to as the "Parties".

FOR AND IN CONSIDERATION of the mutual covenants and conditions contained herein, the sufficiency of which are hereby acknowledged, the COUNTY and the PROVIDER agree to the alterations, amendments and modifications to the Professional Services Agreement as follows:

Article I.

TERMS OF THE PROFESSIONAL SERVICES AGREEMENT AND THE FIRST AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT BROUGHT FORTH

Except as expressly altered, amended, or modified by this Second Amendment, the terms and provisions contained in the Professional Services Agreement and the First Amendment to the Professional Services Agreement (attached as Exhibit "1" to Second Amendment) shall remain in full force and effect. To the extent that any provision of the Professional Services Agreement or the First Amendment to the Professional Services Agreement is altered, amended or modified by this Second Amendment, the terms and provisions of this Second Amendment shall control.

Article II.

AMENDMENT TO SECTION XXI, ENTITLED EFFECTIVE AND TERMINATION DATES, OF THE ORIGINAL PROFESSIONAL SERVICES AGREEMENT

Section XXI, entitled **EFFECTIVE AND TERMINATION DATES**, of the original Professional Services Agreement, is hereby superseded and amended to read in its entirety as follows:

This Professional Services Agreement shall be effective and commence immediately upon the same date as its full execution. Renewals, if any, of this Professional Services Agreement and all amendments thereto shall be the same and consistent with the Initial Term and Renewal Terms set forth in the "Software License and Support Agreement" attached as Exhibit/Attachment A to this Professional Services Agreement, unless:

- (i) COUNTY (a.k.a. Licensee) shall provide PROVIDER (a.k.a. Licensor) with written notice of non-renewal not less than sixty (60) days prior to the end of the then-current term (whether the Initial Term or any Renewal Term); or
- (ii) this Professional Services Agreement is otherwise terminated by the parties in accordance with the terms of the Professional Services Agreement. Such termination shall terminate this Professional Services Agreement and all exhibits thereto, including without limitation the "Software License and Support Agreement."

Article III.

AMENDMENT TO EXHIBIT/ATTACHMENT "A" OF THE ORIGINAL PROFESSIONAL SERVICES AGREEMENT

Exhibit/Attachment "A" [Core License and Support Agreement], of the original Professional Services Agreement, is hereby amended to add the following sections:

PCI DSS Statement

Software Compliance:

EnCORE™ Software uses the Pay Flow Pro™ payment processing (gateway) software to process payment transactions. Pay Flow Pro is a PCI DSS certified payment software offered by PayPal Inc. Certification for PayPal can be found at VISA's CISP (Certified Information Security Program), using this link

<http://www.visa.com/splstinwsearchGrsp.do> and searching the name PayPal or by viewing the attached document

Merchant Compliance:

The PCI DSS validation process for the merchant varies depending on your processing volume and acceptance environment. All merchants are required to complete a Self-Assessment Questionnaire (SAQ). Additionally, if you are an e-commerce merchant, or you process transactions via an Internet connection, you will need to conduct a network scan by an Approved Scanning Vendor. Your payment processing company has partnered with 3rd party Approved Scanning Vendor that provides synced updates of your PCI Status to be recorded on file with the processor. CORE's managed services environment is continuously checked by Approved Scanning Vendors.

PCI Compliance measures for CORE's managed service environment includes, but is not limited to:

- Encryption of all stored card numbers
- Masking of CC numbers, leaving only the last 4 digits visible
- CC billing address validation
- No more than one card on file per customer
- No storage of the card security code (CVV #s)
- Security profiles to restrict user access to CC information
- Payflow Pro PCI Certified Gateway for Credit Card Processing
- In the event a breach of security, CORE will notify Licensee and the customers whose information interest is breached or compromised

Managed Hosting Services:

- Equipment located in Tier 3 PCI compliant datacenters
- 24/7/365 Monitored Video Surveillance, Biometric Fingerprint Readers, Card/PIN access
- All Server and Network Appliances configured by Certified Engineers
- Primary facility hosted at www.peak10.com Jacksonville, FL
- Backup facilities at Rackspace - TX and IL facilities
- Unlimited bandwidth included
- Redundant (OC-12 up to OC-192 or Gig E) Internet with multiple Tier 1 Providers
- Guaranteed 99.8% uptime
- 2000KW in backup Generating Capacity (diesel)
- Password reset and Account Changes/Deactivating/Reactivating fees waived

Additional Licensed Software:

001	EnCore eMobile On-Board Tablets Maintenance & Technical Support	\$89.00 per active tablet	Monthly	09/2019	Jacksonville, FL

Article IV.

**EFFECTIVE DATE OF SECOND
AMENDMENT**

The effective date of this Second Amendment shall be the date when the Chair of the Baldwin County Commission places her signature hereon following execution by the PROVIDER.

THIS IS INTENDED TO BE A LEGALLY BINDING SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT. IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, SEEK LEGAL ADVICE BEFORE SIGNING.

CORE COMPUTING SOLUTIONS, INC.

By: _____ /
NATHANIEL B. PIERSALL Date
As Its: President

BALDWIN COUNTY ALABAMA

By: _____ /
BILLIE JO UNDERWOOD Date
As Its: Chair

ATTEST:

_____/_____
WAYNE DYESS Date
As Its: County Administrator

****NOTARY PAGE TO FOLLOW****

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I _____ a Notary Public, in and for said County in said state hereby certify that BILLIE JO UNDERWOOD, whose name as Chair, and WAYNE DYESS, whose name as County Administrator of the BALDWIN COUNTY COMMISSION, a county commission and political subdivision of the State of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said county commission.

Given under my hand and seal this _____ day of _____, 2020.

Notary Public
My Commission Expires: _____

STATE OF HAWAII)

COUNTY OF HONOLULU)

I _____ a Notary Public, in and for said County in said state hereby certify that NATHANIEL B. PIERSALL, whose name as President of CORE COMPUTING SOLUTIONS, INC., is 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, he executed the same voluntarily on the day the same bears date and as an act of CORE COMPUTING SOLUTIONS, INC.

Given under my hand and seal this _____ day of _____, 2020.

Notary Public
My Commission Expires: _____



800-909-3630 | ccscorp.com

Software License and Support Agreement – Exhibit/Attachment A to the Professional Service Agreement

Monday, August 17, 2009

This Software License and Support Agreement ("Agreement") which is "Attachment A" to the Professional Service Agreement between the Parties ("PSA") is entered into between:

Core Computing Solutions, Inc. ("Licensor")
925 Seminole Road
Atlantic Beach, FL 32233

&

Baldwin County Government

SECTION I - DEFINITIONS

In this Agreement, the following terms shall have meaning as defined below.

"Commencement Date" means the date on which the License and Support Agreement and the Professional Service Agreement are fully executed by the Parties hereto.

"Documentation" means users guides, user manuals, and other works of authorship other than the Software and provided directly or indirectly to Licensee by Licensor.

"Distribution Release" means the object code of a software title(s) listed in the licensed software section of this agreement and provided directly or indirectly to Licensee by Licensor.

"Licensed Property" means the Software, Documentation, and Related Materials, collectively.

"Software" means the Distribution Release of the software title(s) listed in Licensed Software section of this agreement, any Maintenance Releases of such Software, any bug fixes performed by Licensor but not cumulated in a Maintenance Release, and any and all copies and/or images of the Distribution Release, Maintenance Release(s), and any bug fixes. "Software" under this Agreement excludes services performed by Licensor under separate agreement, e.g., analysis, design, custom programming, data conversions and tuning.

"Maintenance Release" means the object code of updated software title(s) listed in the licensed software section of this agreement provided directly or indirectly to Licensee by Licensor. Licensor provides Maintenance Releases as determined in Licensor's sole discretion. A Maintenance Release cumulates bug fixes and improvements in Software programming code developed in the period preceding each Maintenance Release.

"Related Materials" means all material, such as trade secrets, furnished by Licensor in conjunction with this Agreement other than Software and Documentation.

"Term" means the period of fifteen (15) consecutive calendar months commencing on the Commencement Date as defined above.

"Professional Service Agreement" (PSA) means the governing contract that must first be executed by the Parties hereto in order for this Agreement to be operable. This Agreement shall be included as Attachment A and as a necessary part to the PSA as if fully set forth therein.

SECTION II - SOFTWARE LICENSE

1. License Fee and Grant of License. In consideration of the payment by Licensee to Licensor of an initial license fee as enumerated in the Licensed Software section of this agreement, Licensor hereby grants to Licensee for the duration of the Term a personal, non-transferable and non-exclusive license ("Software License") to use the Software solely on the computer system and/or central processing unit(s), with associated network and licensed users, as the same are designated in the licensed software section of this agreement by type and location ("Designated Computer System"). Licensor hereby grants to Licensee for the duration of the Term a non-transferable and non-exclusive license for the use of the Documentation and the Related Materials ("Related License") solely by employees and other designees as approved by the Licensee. The Related License shall have the same Term as the Software License. The Software License and the Related License are granted subject to the terms stated herein. Each license fee will be refunded only in the event the Software cannot be installed on the initial Designated Computer System to operate substantially in accordance with the Documentation.

Licensor reserves the right to increase the license fee of a given Software title in an amount that approximates the U.S. national Consumer Price Index ("CPI") in Licensor's reasonable judgment; such adjustment in annual license fee may be made annually, or less frequently in an adjustment that cumulates increases in CPI over more than one year.

This Agreement shall commence as of the date of full execution and shall continue for an initial period of fifteen (15) months (the "Initial Term"), unless earlier terminated in accordance with this Agreement. Upon expiration of the Initial Term or any Renewal Term (as defined below), this Agreement shall automatically renew, without further action by either party, for subsequent one-year terms (each a "Renewal Term"), unless Licensee shall provide Licensor with written notice of non-renewal not less than sixty (60) days prior to the end of the then-current term (whether the Initial Term or any Renewal Term).

2. Rights. The Software License entitles Licensee for the duration of the Term (a) to use the Software for Licensee's internal purposes on the Designated Computer System and, if the Designated Computer System temporarily malfunctions, to use the Software on a different computer system until such malfunctioning has been corrected; (b) for backup purposes only, to include images of the installed Software in archival copies of the Designated Computer System on which the Software is installed; and (c) upon payment of an additional annual license fee at the then prevailing list prices, to use the Software on one or more additional Designated Computer Systems. This agreement grants no other rights pertaining to the software.

3. Responsibilities and Restrictions.

a. Licensee shall have no right (i) to use all or part of the Licensed Property for the benefit of any other person or entity, (ii) to allow any other person or entity to use or make a copy of all or part of the Licensed Property (this prohibits, among other uses, a service bureau use or application service provider use of the Software). Licensee acknowledges that each server computer used by Licensee must be identified in the Licensed Software section of this agreement as a Designated Computer System in order to run the Software on such server computer.

b. Licensee shall not resell, disclose or copy (except as permitted in Section 2 above) any of the Licensed Property or allow anyone else to do so. Further, Licensee will limit access to the Licensed Property to employees as necessary to do their work for Licensee and will safeguard the Licensed Property as Licensee safeguards its own proprietary information and with no less than reasonable care accorded confidential information by reasonable businesspersons. Licensor shall have the right to have (i) an independent contractor reasonably acceptable to Licensee or (ii) an employee of Licensor access Licensee's premises and network(s) solely to verify that Licensee's use of the Licensed Property complies with this Agreement, including without limitation the number and location of Designated Computer Systems and number and type of users. Licensee agrees to grant such access to Licensor for one or more such audits during the Term within two (24) hours of request for access in writing by Licensor.

c. Licensee shall have no right to modify, adapt, or reverse engineer the Software or to allow others to do so. Licensee may negotiate with Licensor to have Licensor customize or otherwise modify or update the Software under separate agreement. Only Licensor, and no other party, shall have the right to modify or update the Software.

d. Licensee is entirely responsible for the use of the Licensed Property, including but not limited to: assuring proper installation and configuration if not installed and configured by Licensor or Licensor's agent; audit controls and methods; establishing adequate backup plans; converting data to and from the data structures used by the Software; assuring adequate data input and retrieval; and using the Software as set forth in the Documentation and Related Materials.

e. Licensee shall keep the Licensed Property free of all liens and claims other than Licensor's claims herein and will immediately notify Licensor of any threatened or actual liens or claims against part or all of the Licensed Property.

f. Any lien by another party upon part or all of the Licensed Property must be removed within ninety (90) days, and if not so removed Licensor shall have the right to cancel this Agreement, suspend support services, recover the Licensed Property, and/or take any other legal or equitable action(s) necessary to protect Licensor's interest.

g. Licensee shall have no right to sublicense, assign, or create derivative works of the Software, Documentation, or Related Materials. Licensee may make modifications to Documentation and Training Materials for the sole purpose of tailoring them for use by Baldwin County to reflect core business processes.

h. Confidentiality: Licensor will not resell, disclose or copy information contained on licensee's computers except where necessary to conduct regular technical support services.

4. Limited Warranties; Disclaimer of all other Warranties; Limitation of Liability. Licensor warrants that the Software coded by Licensor shall operate in substantial conformity with the Documentation, with the requirements of the Licensee's original RFP, and with the Licensor's response to the RFP. Licensor will replace any defective physical media containing a Distribution Release or Maintenance Release within a reasonable time after Licensor's receipt of such defective media. Licensor warrants all Software coded by Licensor to be worm and virus-free at the time of delivery to Licensee. The preceding warranties in this Section 4 are the only warranties made by Licensor. So long as Licensee does not breach a material provision of this Agreement, Licensor shall use commercially reasonable efforts to verify and correct in a bug fix and/or Maintenance Release any defect or errors in the Licensed Property reported with particularity and in writing by Licensee, as described in more detail in Section 5 below.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS SECTION 4, LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO LICENSEE OR TO ANY OTHER PERSON, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES REGARDING THE MERCHANTABILITY, SUITABILITY, ORIGINALITY, FITNESS FOR

A PARTICULAR PURPOSE OR OTHERWISE OF ANY SOFTWARE, SERVICES, MATERIALS, OR OTHER PRODUCT OR SERVICE PROVIDED UNDER THIS AGREEMENT, NOTWITHSTANDING ANY NOTICE OR DISCLOSURES ABOUT LICENSEE'S BUSINESS OPERATIONS. THE LICENSED PROPERTY IS LICENSED "AS IS" AND LICENSOR EXPRESSLY DISCLAIMS ANY WARRANTY CONCERNING THE PERFORMANCE OF THE SOFTWARE, OF THE THIRD PARTY SOFTWARE INCLUDED IN THE LICENSED PROPERTY, AND OF ANY HARDWARE, SOURCE CODE, OR OBJECT CODE, USED IN CONJUNCTION WITH THE SOFTWARE. LICENSOR SHALL HAVE NO LIABILITY FOR DEFECTS OR ERRORS IN SOFTWARE EXECUTION LICENSOR SHALL HAVE NO DUTY TO CORRECT AND NO LIABILITY FOR, ANY ERRORS OR DAMAGES ARISING FROM USE OF THE SOFTWARE, INPUT ERRORS, DATA CONVERSION ERRORS, OR OTHER LICENSEE OPERATIONS INVOLVING PART OR ALL OF THE LICENSED PROPERTY.

Licensor's liability shall be limited to the license fee paid for the relevant Software title by Licensee to Licensor in the single Term during which the event(s) affecting that Software occurred that gave rise to a final judgment against Licensor by Licensee. Licensor shall not have any liability for Licensee's loss of business, use, revenue or profit, or indirect, special, punitive, or consequential damage, even if Licensee advises Licensor of the possibility of such obligations or claims, nor will Licensor be liable for any claim or demand relating to the Licensed Property made against Licensee by any other party.

5. Service & Support. Licensor, directly or through an authorized agent, will use commercially reasonable efforts to correct all errors and/or defects in the Software or Services which Licensee discovers and reports to Licensor. Acceptable forms of reporting these issues include calling technical support, using the issue reporting form available at www.ccscomp.com, by means of email containing the information solicited in the issue reporting form and sent to support@ccscomp.com or by logging the issue using CCSI's online self help center.

During normal business hours of 8am to 8pm M-F EST on non-holidays CCSI will provide maintenance technical support which includes unlimited telephone support per month relating to the services & software, including advice concerning: (a) formatting of data for entry into the databases of the Software, as the term "formatting of data" is defined in the Documentation (but standard support does not include support of data conversion, or import or export of data); (b) clarification of the Documentation; and (c) without any liability, suggestions related to using the Software in the context of Licensee's business. Standard Support does not cover support of any computer hardware (including printers, modems, routers, workstations or laptops etc.) or network services (including login scripts, rights, back-ups, etc.). After hours support is available 24 hrs a day 365 days a year for business-critical/emergency service & support related issues.

CCSI's support guarantee: CCSI guarantees an initial response to all business-critical issues reported to our office within 1 hr during normal business hours. For low level severity issues initial response is guaranteed by close of business on day issue is reported.

Licensee shall appoint one person as the primary point of contact for communication of service and support related issues including receipt of issue status updates from CCSI. Licensee may appoint an alternate contact in the event primary contact is unavailable.

Licensor has no duty to modify the Software to meet Licensee's requirements, other than to meet the initial requirements as set forth in the RFP, Licensees RFP response and the Statement of Work, or to provide Licensee with modifications, improvements or additions to the Software developed for other parties. Any and all services in addition to the Software Support, such as modifications requested by Licensee, are available by negotiation with Licensor on a separate time, materials, and cost basis.

For those Licensees utilizing CCSI's Online/ASP Hosting Services the following terms and conditions apply: Security. The data created by Licensee is owned exclusively by Licensee. CCSI will make commercially reasonable efforts to ensure the privacy of Licensees data by utilizing industry standard practices for security including data encryption and password protection. CCSI will make commercially reasonable efforts to ensure the safety of Licensees data by making regular scheduled backups of Licensees data. Uptime, online services which are operated by CCSI will have at least 99% uptime measured monthly excluding planned downtime. Password Resets. Licensee is allowed three password resets per account per year. Additional resets will be billed at \$29.95 per incident. Account Changes/Deactivations/Reactivations. Once a login user account has been established changing the user name/ performing license transfer or reactivating an inactive account are all subject to a \$49.95 service fee per incident.

6. Third Party Licensing Requirements and Support. Depending on a given Designated Computer System and Software title, the Software requires the installation of certain third-party software ("mandatory third party software") to provide core functionality; depending on a given Software title, optional functionality may be provided by installation of additional third party software ("optional third party software"). For instance, the EnCoreCRM Software title requires an ODBC-compliant relational database management system ("RDBMS") to provide core functionality. Licensee must use either a run-time RDBMS, such as MSDE (freely distributed by Microsoft and included in the Distribution Release of EnCoreCRM), or a fee-based RDBMS, such as Microsoft SQL Server (currently, version 2005, which must be separately licensed and installed by Licensee), to provide core functionality. Fee-based third party software generally provides higher performance than run-time third party software. As described in the Documentation for a given Software title, that Software may also include in the Distribution Release run-time versions of optional third party software and/or be capable of integration with fee-based optional third party software. Licensee may elect to use such optional third party software, as described in the Documentation for a given Software title. For instance, the current Distribution Release of EnCoreCRM includes a run-time version of Business Object's Crystal Reporting. Mandatory and optional third party software are distributed, supported, and licensed separately by their respective software publishers. Licensee understands Licensor has no duty or right to modify and/or correct any and/or all defects found within mandatory and optional third party software. Use of mandatory and optional third party software may require additional licensing agreements between Licensee and the respective software publisher. Compliance with, and maintenance of, licenses, maintenance agreements, and support agreements between Licensee and third party software publishers is the sole responsibility of the Licensee.

7. Payment: Payment shall be made in US dollars to Licensor. All invoices shall be based on the Milestone(s) described in the SOW and are due upon the County accepting completion of said Milestone(s) unless other terms are agreed upon in writing between Licensee and Licensor. Should payment in full for any invoice not be received by Licensor with forty-five (45) days. Licensor may impose a debt service charge amounting to the greater of one percent (1%) or the maximum allowable by law of the overdue balance for each month the amount remains unpaid. In the event that any amount remains unpaid forty-five (45) days after presentation of an invoice, Licensor may discontinue, withhold or suspend services to Licensee to whom the unpaid amounts relate. A \$75.00 fee will be charged to Licensee for rejected payment and/or returned checks.

8. Governing Law; Order of Precedence. This agreement will be interpreted under and governed by the laws of the State of Alabama. No waiver of any breach of the Agreement shall be deemed to be a waiver of any subsequent breach. The parties agree to jurisdiction in the State of Alabama for resolution of any claims arising under this Agreement. The prevailing party shall be entitled to recover reasonable attorney's fees and costs, including those at the appellate level. In the event of conflict between any provision of the body of the Agreement and the Appendices annexed hereto, the order of precedence shall be the body of the Agreement and the Appendices in alphabetical order. Notwithstanding anything written or implied by this Agreement, in the event of conflict between this document and the PSA, then the terms of the PSA shall prevail and take precedence.

9. Entirety. Excepting the PSA, there are no other agreements, understandings or licenses between the Licensee and Licensor other than those contained in this Agreement; and this Agreement supersedes all prior communications. Breach of any portion of this Agreement shall not jeopardize the validity or enforcement of any other portion of this agreement. This Agreement can be amended only by a writing signed by authorized representatives of the parties.

Licensed Software

Item Number	Software Title	Annual License and Support Fee	Frequency/Per	Commencement Date	Designated Computer System Location

Duly authorized representatives of Licensor and Licensee, intending to legally bind their respective parties, execute this Agreement below.

Licensee

Signature: David E. Bishop

Title: Chairman

/Date 9/20/09

Attest:

Signature: Nathan L. Thompson

Title: County Administrator

/Date 9/28/09

Licensor/Representative Printed Name: NATHANIEL PIERSALL

Signature: N. Piersall

Title: PRESIDENT

Date: 8-25-2009

State of Alabama)
County of Baldwin)

PROFESSIONAL SERVICES AGREEMENT

This **Professional Services Agreement (PSA)** is made and entered into by and between the County of Baldwin acting by and through its governing body, the Baldwin County Commission (hereinafter called "COUNTY") and CORE Computing Solutions, Inc. (hereinafter referred to as "PROVIDER", "CORE" or "EnCore") with the both parties hereto jointly referred to as the "Parties".

WITNESSETH:

Whereas, the County is in need of professional services to replace its current legacy software within its Solid Waste Department; and

Whereas, the Provider responded to a Request for Proposal (RFP), which was issued by the County, offering an understanding, willingness and the necessary professional expertise to perform the services (See Exhibit C), which were outlined in the RFP; and

Whereas, the Parties wish to reduce their understandings to writing in, without limitation, this PSA; and

Whereas, the County and the Provider have agreed upon additional terms contained in a Software License and Support Agreement (the Agreement), which is attached hereto as Exhibit A as if fully set forth herein.

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 employs, and the PROVIDER agrees to perform for the COUNTY, those professional services as hereinafter set forth and as further specified, without limitation, in the Statement of Work and the objectives contained therein, attached hereto as Exhibit B. This PSA shall serve as the binding contract for the services of PROVIDER. PROVIDER shall be on standby upon full execution of this PSA. PROVIDER shall commence performance of the services outlined herein upon full execution of this PSA. All work shall be commenced and completed in a timely manner as, and at the times, herein set out and/or requested.

- II. Recitals Included. The above recitals and statements are incorporated as part of this PSA, and shall have the effect and enforceability as all other provisions herein.
- III. Professional Qualifications. For the purpose of this PSA, 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 PSA, 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 PSA, and the parties agree that the breach thereof shall be deemed material at the County's option.
- VI. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- 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 PSA. 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 PSA.
- VII. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this PSA; therefore, the PROVIDER does not in any

manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.

- VIII. 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 PSA shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- IX. Entire Agreement.** This PSA represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This PSA may be amended only by written instrument signed by all parties.
- X. 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 PSA 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.
- XI. Assignment.** This PSA 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.
- XII. No Ownership of Documents/Work.** The County shall license the software, documentation and other related materials from Provider on the terms set forth in the attached Agreement. Provider does not intend to create any intellectual property to be owned by County. If and when the County commissions the Provider to create intellectual property on behalf of the County, the parties will define the scope of such work via the Change Control process set forth herein.
- XIII. 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: CORE Computing Solutions, Inc.
c/o Legal Counsel
925 Seminole Road
Atlantic Beach, FL 32233

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

And with copy to:
Baldwin County CIS Department
312 Courthouse Square, Suite 13
Bay Minette, AL 36507

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

- A. CORE License Agreement
- B. Statement of Work
- C. CORE's Response to the County RFP for Routing/Billing/Scale Software
- D. Certifications of both General Liability coverage, which names the County as an additional insured, and Workers Compensation insurance.
- E. Request for Change Form.
- F. Change Impact Statement.
- G. Milestone Acceptance Certificate.

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

XV. Services to be Rendered. PROVIDER is retained by the COUNTY as a licensed and qualified contractor. The general scope of work for the services will encompass the activities more specifically set forth in Exhibits A, B & C. In addition, the following shall be provided:

- i. 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.
- ii. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this PSA.
- iii. 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.

- iv. Provider shall ensure that during the term of this PSA a suitably qualified person is appointed as CORE's Project Manager (the "Project Manager"). The Project Manager shall ensure that he or she maintains regular contact with the County's appointed officer. The Project Manager shall consult with the County's appointed officer as often as may reasonably be necessary to ensure the continuous and efficient provision of the Services in accordance with this PSA. The Project Manager and the County's appointed officer shall inform each other promptly and in writing of any known instances of activity or omission on part of the County or Provider or any third party which prevent or hinder, or may prevent or hinder the parties from complying with this PSA.

XVI. General Responsibilities of the COUNTY.

- i. 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. The County agrees that it will not cancel or delay scheduled services without having notified Provider in writing before such services are scheduled to be delivered.
- ii. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVII. Termination of Services. In addition to other methods of termination allowed for herein, the COUNTY may terminate this PSA, 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 PSA 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 PSA. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this PSA, shall not be considered as a

part of this PSA and shall not be demanded by PROVIDER or paid by COUNTY.

XIX. Direct Expenses. Compensation to PROVIDER for work shall be paid as set forth in the Agreement of. 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 include a statement of the milestone and/or objective completed to qualify for payment as set forth in the Agreement and the corresponding amount due for completion of said milestone and/or objective.

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.

XXI. Effective and Termination Dates. This PSA shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate either the expiration of twelve (12) months or upon written notification thereof received the County within the required thirty (30) day period. Nothing herein stated shall prohibit the parties from otherwise terminating this PSA 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 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.

XXIII. Indemnification. Provider shall indemnify, defend and hold County and its 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. This indemnification shall survive the expiration of this PSA.

XXIV. Number of Originals. This PSA shall be executed with two originals, both of which are equally valid as an original.

XXV. Governing Law. This PSA 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. Change Control. Either party may submit written requests for changes to the services set forth in the form similar to that of Exhibit E. herein to the other party during the term of this PSA. Provider shall advise the County of the likely impact of any such change, including, but not limited to, any effect on the Charges. The parties shall in good faith discuss changes proposed in accordance with section as soon as reasonably practicable. Until such time as a change control document is agreed (not to be unreasonably withheld or delayed by either party) and signed by both parties, covering such change both parties shall continue to perform their respective obligations set out in this PSA as if such change had not been requested.

XXVII. Insurance. During the term of this PSA, Provider shall obtain and maintain the following insurance: (i) Commercial General Liability including coverage for (a) premises/operations, (b) independent contractors, (c) products/completed operations, (d) personal injury, (e) contractual liability, with combined single limit of not less than \$1,000,000.00 each occurrence or its equivalent naming the County as an additional insured; (ii) Worker's Compensation in amounts required by applicable law and Employer's Liability with a limit of at least \$1,000,000.00 each accident. Provider has procured workers compensation and liability insurance as evidenced by the insurance certificates attached hereto as if fully set forth.

XXVIII. Rules of Construction. The Parties hereto acknowledge that each party and its counsel have had the opportunity to review and revise this PSA, and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this PSA or any amendments or exhibits thereto.

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

COUNTY

David E. Bishop 9/24/09
David E. Bishop, Chairman /Date

ATTEST:

Michael L. Thompson 9/24/09
Michael L. Thompson /Date
County Administrator

CORE Computing Solutions, Inc.

By [Signature] /Date 8/26/2009
Its PRESIDENT

***NOTARY PAGE TO FOLLOW**

State of Alabama)
County of Baldwin)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that, David Ed Bishop, whose name as Chairman and Michael L. Thompson, whose name as Administrator, of the County of Baldwin acting by and through its governing body, the Baldwin County Commission, 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 Professional Service Agreement, they as such officers and with full authority, executed same voluntarily for and as the act of said County of Baldwin.

Given under my hand and official seal, this the 28 day of September 2009.

Wade F. McIntire
Notary Public

My Commission Expires July 24, 2016
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
RECORDED THROUGH NOTARY PUBLIC UNDERWRITERS

State of Alabama)
County of Baldwin)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that, Nathaniel B. Piersall, whose name as President of CORE Computing Solutions, Inc., a corporation, 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 Professional Service Agreement, he/she, as such officer and with full authority, executed same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 26 day of August 2009.



Courtney M. Lewis
Notary Public
My Commission Expires: 9/8/12

Exhibit B to the PSA

(BC – Core Computing)

STATEMENT OF WORK

1. Project Summary

Baldwin County Solid Waste provides residential garbage and trash pick-up services to approximately 30,000 residential customers. The department also operates (4) landfills of which (2) are Construction and Demolition sites, (1) is a Transfer Station and (1) is a full service site taking Municipal Solid Waste, C&D and Household Hazardous waste. There are weigh scales at each location that serves over 600 commercial customers and the general public at large.

Our current staff consists of (8) Billing Account Specialists, (2) Solid waste Officers, (1) Assistant Administrative Services Manager, and (1) Administrative Services Manager. The office operates Monday through Friday from 8:00 a.m. to 4:30 p.m. and is closed on most federal holidays. We serve primarily as the back office support for the ground operations taking on average 3,600 calls a month related to customer accounts. In addition to this office we also have staff in outlying offices comprising of (4) Scale Operators, (2) Dispatch Operators, (3) Route Supervisors, (1) Maintenance Supervisor, (1) Landfill Manager, (1) Records Manager, (1) Safety Compliance Officer and (1) Staff Accountant.

This project will replace the existing legacy software package with CORE Computing Solutions industry standard waste and recycling software called EnCORE™. This software package will enable the Solid Waste Department to more effectively and efficiently manage customer relations, billing & collections, route management, scale management, fleet management and every other aspect of its daily business.

1.1 Objectives

1.1.1. Management Objectives

The key objectives of the EnCORE™ implementation are:

- Installation and configuration of two EnCORE™ environments, Routing & Billing and Scale House software. An all inclusive & ultra high performance 100% Microsoft Windows based turn-key financial & operational software system designed specifically for the waste management and recycling industry.
- Completion of implementation for Baldwin County within a mutually agreeable timeline from the date of inception of the project.
- Deployment of a system by a mutually agreed upon date.

1.1.2. Project Objectives

The key project objective is implementation in 3 phases of the following tasks:

Phase I Summary – (offsite) Includes establishing and confirming: installation dates, training schedules, data conversion cutoff dates and delivery. Client compiles package containing required report samples, blank preprinted forms, complete database backup and any other items necessary for implementation.

Phase 1. Offsite Implementation: Starts upon the date of full execution continues until CORE arrives day 1.

- Client/CORE - Installation/training dates onsite established and confirmed
- Client – Provides sample invoices, route sheets, service orders, scale tickets and any other special reporting formats to CORE (Scanned, emailed, fax or mailed to CORE)
- Client – Provides any pre-printed/perforated paper/ forms to CCSI for alignment. (Mailed)
- Client – Provides full database backup for conversion (On CD or DVD) or gives CORE system access so that data can be extracted.
- CORE – within 24 hrs of receipt of client data provides client with preliminary report on data.
- CORE – (optional) 20 days after receipt of Client's customer information, converted data in the EnCORE™ system will be made available to client for review of accuracy on our ASP system. Any inconsistencies will be documented, corrected and updated for further review and approval by client.
- CORE receives full backup of live database as of close of business for conversion from client.

Phase II Summary - (onsite) Involves implementing action items established in Phase I and going live with the system.

Phase 2. Onsite Implementation/Training

- **Day 1 – Monday**
 - 8am to 10am Customer Service Training Session I:
 - 10:15am to 12:15pm Customer Service Training Session II:
 - 12:15pm to 1:15pm Break Lunch
 - 1:15pm to 3:45pm Routing and Dispatch Training Session I:
 - 3:45pm to 5:30pm Routing and Dispatch Training Session II:
- **Day 2 – Tuesday**
 - 8am to 10am Billing and Accounting training session I:
 - 10:15am to 12:15pm Billing and Accounting training session II:
 - 12:15pm to 1:15pm Break Lunch
 - 1:15pm to 3:45pm Billing and Accounting Training Session I:
 - 3:45pm to 5:30pm Billing and Accounting Training Session II:

- **Day 3 – Wednesday**
 7am – 8am CORE Trainer delivers live database to client server.
 8am - All users work live in the new software system.
 8am to 5pm CORE Trainer helps all users in the new system
- **Day 4 – Thursday LIVE in CORE**
 8am to 5pm CORE Trainer helps all users in the new system
 1pm to 2pm System Administration Training:
- **Day 5 – Friday LIVE in CORE**
 7am to 5pm CORE Trainer helps all users in the new system
 1pm to 3pm Follow up/advanced training/ all users/special sessions:

Phase III Summary – Involves implementing web based product suite and integrating EnCORE™ with existing county software systems.

- Establish customer web portal linked to the Baldwin County URL
- Establish interface with J.D. Edwards
- Establish Basic working interface with Lagan's CRM

EnCORE™ Implementation Schedule & Checklist:

Phase 3. At close of business on conversion cutoff day **All** users must complete their daily procedures and ready the system for the data conversion. Readyng the system requires that:

- All charge and payment batches be posted; data in batches will not be converted.
- Post all service/dispatch tickets. All dispatch tickets will need to be recreated in EnCORE if they are not posted at the time of the conversion.
- Post all scale tickets. All scale tickets will need to be recreated in EnCORE if they are not posted at the time of the conversion.

4. Pre-Installation Verification:

- SQL 2000/2005/2008 Server – Please confirm proper Microsoft SQL Server Licensing and latest service packs installed.
- Server Hardware/Software –server is running Windows 2000(SP4) or 2003(SP1) Server operating system.
- Workstation Hardware/Software – Please confirm all workstations are running the Windows 2000 Professional/XP Professional /Vista Business operating system. All local workstations must be members of your Domain or have access to a terminal server session on the domain. Remote workstations must have access to a terminal server session on the domain. Please insure all security updates have been downloaded and installed.

5. EnCORE™ System Requirements “Short List”:

- Windows 2000 Professional/XP Professional/Vista Business operating system (with latest service packs)
- All workstations must be members of the NT Domain /Active Directory

- RDP Client to terminal server
- Connectivity – Dedicated, reliable bandwidth to server (56K/Min per user)
- Hardware/Software – meet the minimum requirements for the RDP Client version 5.1.2600.1106 or above (usually win 98 SE or above)

These tasks are detailed in Section 5 below and will be further refined during the project initiation phase in the Project Plan document (to be developed). This Statement of Work, the Project Plan and any subsequent Change Request documentation shall specifically define what each task entails. The Change Request procedure is described in Section 4.2 below

These tasks will be implemented as EnCORE™ and will be completed within a mutually agreed time period with Baldwin County. The baseline for functional requirements will be Core's response to the RFP for Solid Waste Routing, Billing, Scale House Software and Professional Services released by Baldwin County in 2009.

1.2 Project Scope

The purpose of this section is to understand and document in as exclusive terms as possible those factors which govern, limit, and bound the Baldwin County EnCORE™ project work necessary to satisfy Baldwin County's business needs.

1.2.1 What is in the Project Scope

The project is to provide a turn-key software package, including project management, software installation, reporting, business process configuration, computer telephony interface, documentation, and onsite training.

Specific tasks will be detailed in Section 6 and the Project Plan document to be developed.

1.2.2 What is not in the Project Scope

This project does not involve development of any application or interfaces to other applications other than those specifically defined within this SOW. This Statement of Work does not detail the standard functionality in the base EnCORE™ product but that functionality as agreed to in CORE's RFP response is included and will be delivered as part of the project.

2. Project Assumptions

The following assumptions have been made in support of this Statement of Work and its associated effort estimate:

- If there are dependencies upon Baldwin County for work related to this project these will be included in the CORE project plan as critical path milestones.
- The timeliness of communications and review will be incorporated in the project plan which will be produced at the start of the engagement and agreed to by Baldwin County, and they will directly affect CORE's ability to meet agreed upon schedule deadlines.

- Baldwin County will assign a primary contact and point of authorization. This single point of contact will be responsible for facilitating all communications between Baldwin County and CORE. The timeliness of communications and review will directly affect CORE's ability to meet agreed upon schedule deadlines.
- Any changes requested to the scope documented in this Statement of Work and the Project Plan document or due to Baldwin County dependencies will be handled via a Change Request process. A written Change Request will be generated utilizing the form in Appendix A. An initial impact response will be written up within two business days of delivery of the written Change Request.
- Ownership of and responsibility for the EnCORE™ hosting environment is by Baldwin County or their contractor and not CORE Computing Solutions Inc. All necessary access including remote privileges will be provided to CORE personnel working on this project.
- CORE will provide installation requirements for all the EnCORE™ software. It will be the County's responsibility to virtualize the EnCORE™ software across their physical hardware to ensure that the EnCORE™ software gets the system resources specified in the CORE sizing documentation for optimal performance.

3. CLIENT Responsibilities

The following client responsibilities have been assumed in development of this Statement of Work.

- Baldwin County's business and technical staff members and contractors are required to be available for testing and sign-off as described in the Project Milestones Schedule.
- Baldwin County must identify security issues surrounding privileged information when working with CORE staff in the design of the EnCORE™ user interface.
- Baldwin County will provide timely access (including required access level) to the necessary databases and systems both internal to Baldwin County and at the hosting service. Furthermore, access will be granted to development and test instances of the application. CORE will work with Baldwin County to determine the access requirements.
- In support of the ArcGIS integration, the County will provide:
 - An ArcGIS 9.2 service derived from an MXD file with appropriate layers to support the business processes.
 - An ArcGIS 9.2 service to be queried to provide address data to Core's search. The data should include a key to enable addresses to be uniquely identified.

4. Project Management

4.1 Project Plan

The project deliverables are listed in the table in Section 6. This schedule reflects deliverables from CORE and Baldwin County either directly or via its contractors. Any deviation will impact subsequent deliverables.

4.2 Change Management Procedure

Whereas, the Statement of Work and Project Plan provide a solid framework for the implementation, CORE realizes that changes can occur during the development phase. For that purpose, the County has a formal Change Request form. If Changes are needed, Baldwin County will initiate a Change Request Form and CORE will provide written impact statements, including costs if applicable, for any additional work or change requests. A copy of the Change Request Form is in Appendix A.

4.3 Deliverables Acceptance Procedure

Active Baldwin County participation in the review and approval of project deliverables is a critical component of project success. For example, not obtaining approval for work that has been done within the scheduled time will jeopardize the project schedule. Additionally, if problems are not identified in a timely fashion it can result in the otherwise preventable need to redo work. Either situation creates a basis for a project change of scope and may result in additional cost to Baldwin County subject always to the change control process described in the professional service agreement.

During the Requirements Definition Phase, Baldwin County will designate the personnel who will be responsible for the review and approval of project deliverables.

Deliverable review sessions will be conducted between project team members responsible for the deliverable and the designated Baldwin County personnel. The format of these sessions will be determined during the Requirements Definition Phase. Other project team members may participate as well. Sessions will be scheduled three business days in advance. Copies of paper-based deliverables will be distributed to the reviewer at least one full working day, or other mutually approved time frame, in advance of the review sessions to give the reviewer the opportunity to read and understand the document.

The project team member conducting the review will be responsible for logging any issues discussed. Upon completion of the review, a Deliverable Acceptance Form will be filled out. The standard form that will be used to document the review and sign-off of project deliverables is shown in Appendix B. In that document, reviewers will have the option of:

- Giving unconditional approval of the deliverable,
- Giving approval of the deliverable contingent upon completion of specific changes noted on the sign-off form, or
- Withholding approval of the deliverable, for the specific reasons noted on the sign-off form.

In each situation, the signature of the reviewer is required. The Baldwin County project manager will review and sign the completed sign-off form. This form is then given to the CORE Project Manager for review and logging. Necessary rework and follow-up items will be scheduled at that time.

4.4 Project Staffing

CORE will employ a team approach to the completion of the project. The efforts will be led by CORE's Project Manager who will be assisted as necessary by other CORE and /or partner resources. All personnel assigned by CORE will be capable, experienced, and qualified to perform the work required.

5. Project Functionality

This section is set aside to provide a high level description of any major custom functions to be implemented in EnCORE™. It does not describe functionality inherent in EnCORE™ or functionality considered part of future releases.

5.1 Implementation Work

The following tasks will be completed as a part of the Implementation effort:

- Provision of documentation of system requirements for EnCORE™ prior to commencing with the implementation
- Implement the following in the Off-site Production Environment:
 - Installation and Training dates established and confirmed
 - Discuss and confirm with County CIS Department that required technical operating environment is in place for all EnCORE™ components
 - Format sample invoices, route sheets, service orders, scale tickets, and other special reporting formats as provided by the county
 - Format and align pre-printed/perforated paper/forms as provided by the county
 - Configure backup of existing database for conversion to EnCORE™
 - Review database conversion with client for accuracy
 - Inconsistencies in database conversion to be documented, corrected and further reviewed and approved by client
 - Convert full live backup of database for conversion to EnCORE™
- Implement the following in the On-site Production Environment:
 - Training classes to be conducted per schedule established
 - Client to complete all daily procedures on conversion day and ready current system for conversion to EnCORE™
 - Client to post all service/dispatch requests
 - Client to post all scale tickets
 - Core to convert existing system to EnCORE™
 - Core to monitor conversion and provide technical and application assistance as needed

- Enablement of email correspondence within EnCORE™ to receive and send emails from the county's MS Exchange server based on the incoming POP3 protocol and the outgoing SMTP protocol.
- Upon completion of the initial (2) phases of implementation CORE will perform the following tasks in conjunction with county staff as required:
 - Establish Customer Web Portal that will be linked to the county web site
 - Assist county staff in building need infrastructure to provide customers with access to account/billing information, service requests and on-line payment options
 - Establish working interface with county's version of J.D. Edwards
 - Establish basic working interface with county's version of Lagan's CRM

Training Courses	Number of Students per Course	Duration of Course
Training Classes		
Customer Service	10	2 Hrs
Dispatch and Routing	10	2 Hrs
Scale Management	10	1 Hr 30 Min
Billing and Accounting	10	2 Hrs 30 Min
System Administration	10	1 Hr
CIS Administration	10	2 Hr
There will be both morning and afternoon classes to accommodate staffing needs. Classes will be available over a 2 day period of time.		
Training and assistance will be available during days 3, 4 and 5 of the "Go LIVE" period.		

6. Project Schedule

Services outlined within this Statement of Work will begin within an agreed upon time period as outlined within the PSA. If Baldwin County requests additional tasking or changes to current tasking, the project schedule may be extended. This can be achieved via the written Change Request procedure. Baldwin County will initiate a Change Request Form (Appendix A) and CORE will provide written impact statements, including costs if applicable, for any additional work or change requests. This schedule is subject to change by mutual agreement of both CORE and Baldwin County.

6.1 Task Delivery Schedule

The project plan includes the implementation of the major tasks to be detailed in this effort. Baldwin County and CORE will establish a schedule for regular project status reports in writing and in person when necessary.

6.2 Project Milestones

The successful completion of the project is dependent on the timely completion of the following milestones by both CORE and Baldwin County.

Milestone	Event	Acceptance Criteria	Value
1	Contract Signature and Reservation of Delivery Dates and Preliminary Implementation	Contract Signed	50% of Contract Cost \$61,137.50
2	Software Installation	Software Installed in all BCSW sites	20% of Contract Cost \$24,455.00
3	System Training	All BCSW users have completed mandatory training specific to job duties	10% Contract Cost \$12,227.50
4	Data conversion delivered	Core business activities are being processed by BCSW employees in EnCORE™ system at all sites	15% Contract Cost \$18,341.25
5	Annual Maintenance and Support	EnCORE™ core business system installed, tested and performing day to day BCSW operations	Annual Recurring Cost \$17,150.00
6	Completion of BCSW overall objectives	Successful deployment of web portal, JD Edwards interface and Lagan CRM interface	5% of Contract Cost \$6,113.75

Exhibit E. to the PSA–

Change Request Form

Baldwin County, AL

REQUEST FOR CHANGE

System: CORE	Date:	Change Request Number:
Title of Change:	Originator:	Organization/Dept.:
In numbered paragraphs describe: <ol style="list-style-type: none">1. The change requested.2. The reason for the change.3. An indication of the priority of the request.4. Any other comments in support of the request.		
<div style="text-align: right;">Continue on separate sheet if necessary</div>		

Exhibit F. to the PSA
CHANGE IMPACT STATEMENT

System: CORE	Date:	Change Request Number:		
Title of Change:	Investigator:	Organization / Dept.:		
Impact of implementing or not implementing change (To be completed by client):				
Proposed method of implementing change including comments on feasibility (To be completed by CORE):				
Effect on Project Timescales:		Cost of implementing change:		
<u>AUTHORITY</u> Name: Organization/Dept: Accepted / Rejected Signature: Date:				
Action Taken:				
Installed Date:		Tested Date:		

**Exhibit G to the PSA–
Deliverable Acceptance Form and Instructions**

MILESTONE ACCEPTANCE CERTIFICATE

Title of Deliverable:

Project Acceptance Date:

Stage Payment:

Baldwin County, AL confirms the above Project Milestone has been delivered to its satisfaction and requests an invoice for payment of the above detailed stage payment.

Baldwin County, AL

Name :

Title :

Tel No :

Signature:

Date :

CORE Computing Solutions, Inc.

Name :

Title :

Tel No :

Signature:

Date :

800-909-3630 | ccscorp.com

Software License and Support Agreement – Exhibit/Attachment A to the Professional Service Agreement

Monday, August 17, 2009

This Software License and Support Agreement ("Agreement") which is "Attachment A" to the Professional Service Agreement between the Parties ("PSA") is entered into between:

Core Computing Solutions, Inc ("Licensor")
925 Seminole Road
Atlantic Beach, FL 32233

&

Baldwin County Government

SECTION I - DEFINITIONS

In this Agreement, the following terms shall have meaning as defined below.

"Commencement Date" means the date on which the License and Support Agreement and the Professional Service Agreement are fully executed by the Parties hereto.

"Documentation" means users guides, user manuals, and other works of authorship other than the Software and provided directly or indirectly to Licensee by Licensor.

"Distribution Release" means the object code of a software title(s) listed in the licensed software section of this agreement and provided directly or indirectly to Licensee by Licensor.

"Licensed Property" means the Software, Documentation, and Related Materials, collectively.

"Software" means the Distribution Release of the software title(s) listed in Licensed Software section of this agreement, any Maintenance Releases of such Software, any bug fixes performed by Licensor but not cumulated in a Maintenance Release, and any and all copies and/or images of the Distribution Release, Maintenance Release(s), and any bug fixes. "Software" under this Agreement excludes services performed by Licensor under separate agreement, e.g., analysis, design, custom programming, data conversions and tuning.

"Maintenance Release" means the object code of updated software title(s) listed in the licensed software section of this agreement provided directly or indirectly to Licensee by Licensor. Licensor provides Maintenance Releases as determined in Licensor's sole discretion. A Maintenance Release cumulates bug fixes and improvements in Software programming code developed in the period preceding each Maintenance Release.

"Related Materials" means all material, such as trade secrets, furnished by Licensor in conjunction with this Agreement other than Software and Documentation.

"Term" means the period of fifteen (15) consecutive calendar months commencing on the Commencement Date as defined above.

"Professional Service Agreement" (PSA) means the governing contract that must first be executed by the Parties hereto in order for this Agreement to be operable. This Agreement shall be included as Attachment A and as a necessary part to the PSA as if fully set forth therein.

SECTION II - SOFTWARE LICENSE

1. License Fee and Grant of License. In consideration of the payment by Licensee to Licensor of an initial license fee as enumerated in the Licensed Software section of this agreement, Licensor hereby grants to Licensee for the duration of the Term a personal, non-transferable and non-exclusive license ("Software License") to use the Software solely on the computer system and/or central processing unit(s), with associated network and licensed users, as the same are designated in the licensed software section of this agreement by type and location ("Designated Computer System"). Licensor hereby grants to Licensee for the duration of the Term a non-transferable and non-exclusive license for the use of the Documentation and the Related Materials ("Related License") solely by employees and other designees as approved by the Licensee. The Related License shall have the same Term as the Software License. The Software License and the Related License are granted subject to the terms stated herein. Each license fee will be refunded only in the event the Software cannot be installed on the initial Designated Computer System to operate substantially in accordance with the Documentation.

Licensor reserves the right to increase the license fee of a given Software title in an amount that approximates the U.S. national Consumer Price Index ("CPI") in Licensor's reasonable judgment; such adjustment in annual license fee may be made annually, or less frequently in an adjustment that cumulates increases in CPI over more than one year.

This Agreement shall commence as of the date of full execution and shall continue for an initial period of fifteen (15) months (the "Initial Term"), unless earlier terminated in accordance with this Agreement. Upon expiration of the Initial Term or any Renewal Term (as defined below), this Agreement shall automatically renew, without further action by either party, for subsequent one-year terms (each a "Renewal Term"), unless Licensee shall provide Licensor with written notice of non-renewal not less than sixty (60) days prior to the end of the then-current term (whether the Initial Term or any Renewal Term).

2. Rights. The Software License entitles Licensee for the duration of the Term (a) to use the Software for Licensee's internal purposes on the Designated Computer System and, if the Designated Computer System temporarily malfunctions, to use the Software on a different computer system until such malfunctioning has been corrected; (b) for backup purposes only, to include images of the installed Software in archival copies of the Designated Computer System on which the Software is installed; and (c) upon payment of an additional annual license fee at the then prevailing list prices, to use the Software on one or more additional Designated Computer Systems. This agreement grants no other rights pertaining to the software.

3. Responsibilities and Restrictions.

a. Licensee shall have no right (i) to use all or part of the Licensed Property for the benefit of any other person or entity, (ii) to allow any other person or entity to use or make a copy of all or part of the Licensed Property (this prohibits, among other uses, a service bureau use or application service provider use of the Software). Licensee acknowledges that each server computer used by Licensee must be identified in the Licensed Software section of this agreement as a Designated Computer System in order to run the Software on such server computer.

b. Licensee shall not resell, disclose or copy (except as permitted in Section 2 above) any of the Licensed Property or allow anyone else to do so. Further, Licensee will limit access to the Licensed Property to employees as necessary to do their work for Licensee and will safeguard the Licensed Property as Licensee safeguards its own proprietary information and with no less than reasonable care accorded confidential information by reasonable businesspersons. Licensor shall have the right to have (i) an independent contractor reasonably acceptable to Licensee or (ii) an employee of Licensor access Licensee's premises and network(s) solely to verify that Licensee's use of the Licensed Property complies with this Agreement, including without limitation the number and location of Designated Computer Systems and number and type of users. Licensee agrees to grant such access to Licensor for one or more such audits during the Term within two (24) hours of request for access in writing by Licensor.

c. Licensee shall have no right to modify, adapt, or reverse engineer the Software or to allow others to do so. Licensee may negotiate with Licensor to have Licensor customize or otherwise modify or update the Software under separate agreement. Only Licensor, and no other party, shall have the right to modify or update the Software.

d. Licensee is entirely responsible for the use of the Licensed Property, including but not limited to: assuring proper installation and configuration if not installed and configured by Licensor or Licensor's agent; audit controls and methods; establishing adequate backup plans; converting data to and from the data structures used by the Software; assuring adequate data input and retrieval; and using the Software as set forth in the Documentation and Related Materials.

e. Licensee shall keep the Licensed Property free of all liens and claims other than Licensor's claims herein and will immediately notify Licensor of any threatened or actual liens or claims against part or all of the Licensed Property.

f. Any lien by another party upon part or all of the Licensed Property must be removed within ninety (90) days, and if not so removed Licensor shall have the right to cancel this Agreement, suspend support services, recover the Licensed Property, and/or take any other legal or equitable action(s) necessary to protect Licensor's interest.

g. Licensee shall have no right to sublicense, assign, or create derivative works of the Software, Documentation, or Related Materials. Licensee may make modifications to Documentation and Training Materials for the sole purpose of tailoring them for use by Baldwin County to reflect core business processes.

h. Confidentiality: Licensor will not resell, disclose or copy information contained on licensee's computers except where necessary to conduct regular technical support services.

4. Limited Warranties; Disclaimer of all other Warranties; Limitation of Liability. Licensor warrants that the Software coded by Licensor shall operate in substantial conformity with the Documentation, with the requirements of the Licensee's original RFP, and with the Licensor's response to the RFP. Licensor will replace any defective physical media containing a Distribution Release or Maintenance Release within a reasonable time after Licensor's receipt of such defective media. Licensor warrants all Software coded by Licensor to be worm and virus-free at the time of delivery to Licensee. The preceding warranties in this Section 4 are the only warranties made by Licensor. So long as Licensee does not breach a material provision of this Agreement, Licensor shall use commercially reasonable efforts to verify and correct in a bug fix and/or Maintenance Release any defect or errors in the Licensed Property reported with particularity and in writing by Licensee, as described in more detail in Section 5 below.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS SECTION 4, LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO LICENSEE OR TO ANY OTHER PERSON, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES REGARDING THE MERCHANTABILITY, SUITABILITY, ORIGINALITY, FITNESS FOR

A PARTICULAR PURPOSE OR OTHERWISE OF ANY SOFTWARE, SERVICES, MATERIALS, OR OTHER PRODUCT OR SERVICE PROVIDED UNDER THIS AGREEMENT, NOTWITHSTANDING ANY NOTICE OR DISCLOSURES ABOUT LICENSEE'S BUSINESS OPERATIONS. THE LICENSED PROPERTY IS LICENSED "AS IS" AND LICENSOR EXPRESSLY DISCLAIMS ANY WARRANTY CONCERNING THE PERFORMANCE OF THE SOFTWARE, OF THE THIRD PARTY SOFTWARE INCLUDED IN THE LICENSED PROPERTY, AND OF ANY HARDWARE, SOURCE CODE, OR OBJECT CODE, USED IN CONJUNCTION WITH THE SOFTWARE. LICENSOR SHALL HAVE NO LIABILITY FOR DEFECTS OR ERRORS IN SOFTWARE EXECUTION LICENSOR SHALL HAVE NO DUTY TO CORRECT AND NO LIABILITY FOR, ANY ERRORS OR DAMAGES ARISING FROM USE OF THE SOFTWARE, INPUT ERRORS, DATA CONVERSION ERRORS, OR OTHER LICENSEE OPERATIONS INVOLVING PART OR ALL OF THE LICENSED PROPERTY.

Licensor's liability shall be limited to the license fee paid for the relevant Software title by Licensee to Licensor in the single Term during which the event(s) affecting that Software occurred that gave rise to a final judgment against Licensor by Licensee. Licensor shall not have any liability for Licensee's loss of business, use, revenue or profit, or indirect, special, punitive, or consequential damage, even if Licensee advises Licensor of the possibility of such obligations or claims, nor will Licensor be liable for any claim or demand relating to the Licensed Property made against Licensee by any other party.

5. Service & Support. Licensor, directly or through an authorized agent, will use commercially reasonable efforts to correct all errors and/or defects in the Software or Services which Licensee discovers and reports to Licensor. Acceptable forms of reporting these issues include calling technical support, using the issue reporting form available at www.ccscomp.com, by means of email containing the information solicited in the issue reporting form and sent to support@ccscomp.com or by logging the issue using CCSI's online self help center.

During normal business hours of 8am to 8pm M-F EST on non-holidays CCSI will provide maintenance technical support which includes unlimited telephone support per month relating to the services & software, including advice concerning: (a) formatting of data for entry into the databases of the Software, as the term "formatting of data" is defined in the Documentation (but standard support does not include support of data conversion, or import or export of data); (b) clarification of the Documentation; and (c) without any liability, suggestions related to using the Software in the context of Licensee's business. Standard Support does not cover support of any computer hardware (including printers, modems, routers, workstations or laptops etc.) or network services (including login scripts, rights, back-ups, etc.). After hours support is available 24 hrs a day 365 days a year for business-critical/emergency service & support related issues.

CCSI's support guarantee: CCSI guarantees an initial response to all business-critical issues reported to our office within 1 hr during normal business hours. For low level severity issues initial response is guaranteed by close of business on day issue is reported.

Licensee shall appoint one person as the primary point of contact for communication of service and support related issues including receipt of issue status updates from CCSI. Licensee may appoint an alternate contact in the event primary contact is unavailable.

Licensor has no duty to modify the Software to meet Licensee's requirements, other than to meet the initial requirements as set forth in the RFP, Licensees RFP response and the Statement of Work, or to provide Licensee with modifications, improvements or additions to the Software developed for other parties. Any and all services in addition to the Software Support, such as modifications requested by Licensee, are available by negotiation with Licensor on a separate time, materials, and cost basis.

For those Licensees utilizing CCSI's Online/ASP Hosting Services the following terms and conditions apply: Security. The data created by Licensee is owned exclusively by Licensee. CCSI will make commercially reasonable efforts to ensure the privacy of Licensees data by utilizing industry standard practices for security including data encryption and password protection. CCSI will make commercially reasonable efforts to ensure the safety of Licensees data by making regular scheduled backups of Licensees data. Uptime. online services which are operated by CCSI will have at least 99% uptime measured monthly excluding planned downtime. Password Resets. Licensee is allowed three password resets per account per year. Additional resets will be billed at \$29.95 per incident. Account Changes/Deactivations/Reactivations. Once a login user account has been established changing the user name/performing license transfer or reactivating an inactive account are all subject to a \$49.95 service fee per incident.

6. Third Party Licensing Requirements and Support. Depending on a given Designated Computer System and Software title, the Software requires the installation of certain third-party software ("mandatory third party software") to provide core functionality; depending on a given Software title, optional functionality may be provided by installation of additional third party software ("optional third party software"). For instance, the EnCoreCRM Software title requires an ODBC-compliant relational database management system ("RDBMS") to provide core functionality. Licensee must use either a run-time RDBMS, such as MSDE (freely distributed by Microsoft and included in the Distribution Release of EnCoreCRM), or a fee-based RDBMS, such as Microsoft SQL Server (currently, version 2005, which must be separately licensed and installed by Licensee), to provide core functionality. Fee-based third party software generally provides higher performance than run-time third party software. As described in the Documentation for a given Software title, that Software may also include in the Distribution Release run-time versions of optional third party software and/or be capable of integration with fee-based optional third party software. Licensee may elect to use such optional third party software, as described in the Documentation for a given Software title. For instance, the current Distribution Release of EnCoreCRM includes a run-time version of Business Object's Crystal Reporting. Mandatory and optional third party software are distributed, supported, and licensed separately by their respective software publishers. Licensee understands Licensor has no duty or right to modify and/or correct any and/or all defects found within mandatory and optional third party software. Use of mandatory and optional third party software may require additional licensing agreements between Licensee and the respective software publisher. Compliance with, and maintenance of, licenses, maintenance agreements, and support agreements between Licensee and third party software publishers is the sole responsibility of the Licensee.

7. Payment: Payment shall be made in US dollars to Licensor. All invoices shall be based on the Milestone(s) described in the SOW and are due upon the County accepting completion of said Milestone(s) unless other terms are agreed upon in writing between Licensee and Licensor. Should payment in full for any invoice not be received by Licensor with forty-five (45) days. Licensor may impose a debt service charge amounting to the greater of one percent (1%) or the maximum allowable by law of the overdue balance for each month the amount remains unpaid. In the event that any amount remains unpaid forty-five (45) days after presentation of an invoice, Licensor may discontinue, withhold or suspend services to Licensee to whom the unpaid amounts relate. A \$75.00 fee will be charged to Licensee for rejected payment and/or returned checks.

8. Governing Law: Order of Precedence. This agreement will be interpreted under and governed by the laws of the State of Alabama. No waiver of any breach of the Agreement shall be deemed to be a waiver of any subsequent breach. The parties agree to jurisdiction in the State of Alabama for resolution of any claims arising under this Agreement. The prevailing party shall be entitled to recover reasonable attorney's fees and costs, including those at the appellate level. In the event of conflict between any provision of the body of the Agreement and the Appendices annexed hereto, the order of precedence shall be the body of the Agreement and the Appendices in alphabetical order. Notwithstanding anything written or implied by this Agreement, in the event of conflict between this document and the PSA, then the terms of the PSA shall prevail and take precedence.

9. Entirety. Excepting the PSA, there are no other agreements, understandings or licenses between the Licensee and Licensor other than those contained in this Agreement; and this Agreement supersedes all prior communications. Breach of any portion of this Agreement shall not jeopardize the validity or enforcement of any other portion of this agreement. This Agreement can be amended only by a writing signed by authorized representatives of the parties.

Licensed Software

Item Number	Software Title	Annual License and Support Fee	Frequency/Per	Commencement Date	Designated Computer System Location

Duly authorized representatives of Licensor and Licensee, intending to legally bind their respective parties, execute this Agreement below.

Licensee

Signature: David E. Burch

Title: Chairman

/Date 9/22/09

Attest:

Signature: Nathaniel L. Thompson

Title: County Administrator

/Date 9/22/09

Licensor/Representative Printed Name: NATHANIEL PIERALL

Signature: N. Piersall

Title: PRESIDENT

Date: 8-25-2009

RECEIVED
MAR 19 2013
BY: MEA

STATE OF ALABAMA)
COUNTY OF BALDWIN)

FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT

(CORE Computing Solutions, Inc.)

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter called the "First Amendment") is made by and between the County of Baldwin, acting by and through its governing body, the Baldwin County Commission (hereinafter called "COUNTY"), and CORE Computing Solutions, Inc. (hereinafter referred to as "PROVIDER", "CORE" or "EnCore") with both parties hereto jointly referred to as the "Parties".

FOR AND IN CONSIDERATION of the mutual covenants and conditions contained herein, the sufficiency of which are hereby acknowledged, the COUNTY and the PROVIDER agree to the alterations, amendments and modifications to the Professional Services Agreement as follows:

Article I.

TERMS OF THE ORIGINAL PROFESSIONAL SERVICES AGREEMENT BROUGHT FORTH

Except as expressly altered, amended, or modified by this First Amendment, the terms and provisions contained in the Professional Services Agreement (attached as Exhibit "1" to First Amendment) shall remain in full force and effect. To the extent that any provision of the Professional Services Agreement is altered, amended or modified by this First Amendment, the terms and provisions of this First Amendment shall control.

Article II.

AMENDMENT TO SECTION XXI, ENTITLED EFFECTIVE AND TERMINATION DATES, OF THE ORIGINAL PROFESSIONAL SERVICES AGREEMENT

Section XXI, entitled **EFFECTIVE AND TERMINATION DATES**, of the original Professional Services Agreement, is hereby superseded and amended to read in its entirety as follows:

“This Professional Services Agreement shall be effective and commence immediately upon the same date as its full execution. The initial term of this Professional Services Agreement and any renewals thereof shall be the same and consistent with the Initial Term and Renewal Terms set forth in the “Software License and Support Agreement” attached hereto as Exhibit/Attachment A to the Professional Services Agreement, unless Licensee shall provide Licensor with written notice of non-renewal not less than sixty (60) days prior to the end of the then-current term (whether the Initial Term or any Renewal Term),” or this Professional Services Agreement or the “Software License and Support Agreement” are otherwise terminated by the parties in accordance with the terms of the Professional Services Agreement or “Software License and Support Agreement.”

Article III.

AMENDMENT TO EXHIBIT/ATTACHMENT “A” OF THE ORIGINAL PROFESSIONAL SERVICES AGREEMENT

Exhibit/Attachment “A” [Core License and Support Agreement], of the original Professional Services Agreement, is hereby amended to add the following sections:

PCI DSS Statement

Software Compliance:

EnCORE™ Software uses the Pay Flow Pro™ payment processing (gateway) software to process payment transactions. Pay Flow Pro is a PCI DSS certified payment software offered by PayPal Inc. Certification for PayPal can be found at VISA's CISP (Certified Information Security Program), using this

link <http://www.visa.com/splisting/searchGrsp.do> and searching the name PayPal or by viewing the attached document.

Merchant Compliance:

The PCI DSS validation process for the merchant varies depending on your processing volume and acceptance environment. All merchants are required to complete a Self-Assessment Questionnaire (SAQ). Additionally, if you are an e-commerce merchant, or you process transactions via an Internet connection, you will need to conduct a network scan by an Approved Scanning Vendor. Your payment processing company has partnered with 3rd party Approved Scanning Vendor that provides synced updates of your PCI Status to be recorded on file with the processor. CORE's managed services environment is continuously checked by Approved Scanning Vendors.

PCI Compliance measures for CORE's managed service environment includes, but is not limited to:

- Encryption of all stored card numbers
- Masking of CC numbers, leaving only the last 4 digits visible
- CC billing address validation
- No more than one card on file per customer
- No storage of the card security code (CVV #s)
- Security profiles to restrict user access to CC information
- Payflow Pro PCI Certified Gateway for Credit Card Processing
- In the event a breach of security, CORE will notify Licensee and the customers whose information interest is breached or compromised

Managed Hosting Services:

- Equipment located in Tier 3 PCI compliant datacenters
- 24/7/365 Monitored Video Surveillance., Biometric Fingerprint Readers, Card/PIN access
- All Server and Network Appliances configured by Certified Engineers
- Primary facility hosted at www.peak10.com Jacksonville, FL
- Backup facilities at Rackspace – TX and IL facilities
- Unlimited bandwidth included
- Redundant (OC-12 up to OC-192 or Gig E) Internet with multiple Tier 1 Providers
- Guaranteed 99.8% uptime.
- 2000KW in backup Generating Capacity (diesel)
- Password reset and Account Changes/Deactivating/Reactivating fees waived

Additional Licensed Software:

Item Number	Software Title	Annual License and Support	Frequency/ Per	Commence ment Date	Designated Computer System Location
001	EnCore Hosting	\$850.00	Monthly	TBD	Jacksonville, FL

002	EnCore Customer Web Portal	Included	Monthly	TBD	Jacksonville, FL
003	EnCore Technical Support & Maintenance for Signature Pads	\$2079.36	Annually	11/2011	Baldwin County


Article IV.

EFFECTIVE DATE OF FIRST AMENDMENT

The effective date of this First Amendment shall be the date when the Chairman of the Baldwin County Commission places his signature hereon following execution by the PROVIDER.

THIS IS INTENDED TO BE A LEGALLY BINDING FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT. IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, SEEK LEGAL ADVICE BEFORE SIGNING.

CORE COMPUTING SOLUTIONS, INC.

By:  / 3/13/2013
NATHANIEL B. PIERSALL Date
As its: President

BALDWIN COUNTY ALABAMA

By:  / 3.19.13
TUCKER DORSEY Date
As Its: Chairman

ATTEST:

 / March 19, 2013
DAVID A. Z. BREWER Date
As Its: Administrator



****NOTARY PAGE TO FOLLOW****

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Monica S. Taylor, a Notary Public, in and for said County in said State, hereby certify that TUCKER DORSEY, whose name as Chairman, and DAVID A. Z. BREWER, whose name as County Administrator of the BALDWIN COUNTY COMMISSION, a county commission and political subdivision of the State of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said county commission.

Given under my hand and seal this 19th day of March, 2013.

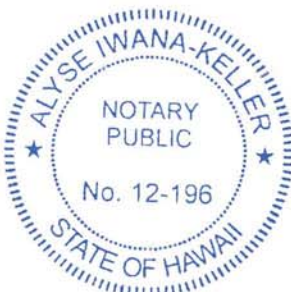
Monica S. Taylor
Notary Public, Baldwin County, Alabama
My Commission Expires: _____ My Commission Expires 09/05/2016

Hawaii
STATE OF ALABAMA)

Honolulu
COUNTY OF BALDWIN)

I, Alyse Iwana-Keller, a Notary Public, in and for said County, in said State, hereby certify that NATHANIEL B. PIERSALL, whose name as President of CORE COMPUTING SOLUTIONS, INC., is signed to the foregoing instrument and who is known to me, acknowledged before me on this date, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date and as an act of CORE Computing Solutions, Inc.

Given under my hand and seal this 13 day of March, 2013.



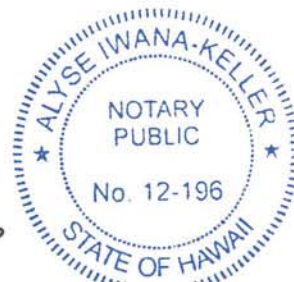
Alyse Iwana-Keller
Notary Public, Baldwin County, Alabama - *city & county of Honolulu, Hawaii*
My Commission Expires: 06-03-2016

Doc. Date: 3/13/13 # Pages 5

Notary Name: Alyse Iwana-Keller First Circuit

Doc. Description Terms of the Original
Professional Services Agreement

Alyse Iwana-Keller 3/13/13
Notary Signature Date



eMobile™

9/23/2019

Baldwin County Solid Waste | Bay Minnette, AL



EnCORE™ eMobile Technology Investment Agreement

Qty

Rate

PRICE

Monthly Recurring Service Fee, Per Tablet

EnCORE™ | eMobile On-Board Truck Terminal

7

\$89

\$623.00

eMobile for EnCORE seamlessly extends the back-office functionality of the EnCORE | Financial & Operational software to the field in the convenience and simplicity of an android Tablet based PC. eMobile features include solid state hardware, real-time GPS tracking, Photo Verification, Pre & Post Trip Entry, Electronic Signature Capture, Onscreen turn-by-turn navigation, Material, Fueling, Break and Idle Timer tracking. Increase Driver Productivity and enhanced data collection come standard.

Includes unlimited toll free phone support, upgrades and online hosting. All technical support calls are routed through our toll free EnCORE™ Service Center and handled by the next available technician. Hours of operation are from 8AM – 8PM EST, Emergency support is available 24 hours per day. Online hosting Eliminates the need for client provided server, backups and network administration by utilizing CCSI's Top TIER data center(s).



One-time Implementation, Training & Professional Services

Flat-rate Implementation

1

\$2,495

\$2,495.00

Includes everything needed to Install, Configure, Train and Deploy the system LIVE.

Agreement Terms

- 100% balance due upon system Go-LIVE
- If traveling onsite all travel related expenses will be paid by client.
- Items marked with a (*) are required
- Pricing valid for 60 Days from date of proposal
- 100% Money Back Guarantee on One-time Implementation, Training & Professional Services

Total Investment

\$3,118.00

To accept this proposal please sign below and return via fax (800-909-3630) or email to Scottf@ccscorp.com

Authorized Signature/Date:

Scott Grahe 9/26/2019



Baldwin County Commission

Agenda Action Form

File #: 20-0702, **Version:** 1

Item #: H1

Meeting Type: BCC Work Session

Meeting Date: 2/11/2020

Item Status: New

From: Eddie Harper, Building Official

Submitted by: Kim Nelson, Office Administrator

ITEM TITLE

Agreement with the Town of Elberta - Enforcement of Building Codes and Laws

STAFF RECOMMENDATION

Take the following actions:

- 1) With respect to Section 34-14A-12 of the Code of Alabama 1975, authorize the Baldwin County Building Inspection Department to enforce the Building Codes adopted by the Baldwin County Commission and any amendments thereto within the corporate limits of the Town of Elberta, Alabama, with the understanding that all fees collected under this authorization and by the Baldwin County Building Inspection Department shall be retained by the Baldwin County Commission; and
- 2) Authorize the execution of the Agreement (Building Code and Laws) between the Baldwin County Commission and the Town of Elberta, Alabama, to accomplish the aforementioned. (The term of this Agreement shall be for thirty-six (36) months beginning on the date of full execution, and either party shall be entitled to terminate the Agreement by passing a resolution expressing said party's desire to terminate and providing written notice of the same to the other party).

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Section 34-14A-12 of the Code of Alabama 1975, applies to application of County Building Law and Codes within corporate limits and police jurisdiction of municipalities and administration and enforcement of their respective building laws and codes by mutual agreement, compact and/or contract between the County and Municipal government.

This Agreement has been signed by the Municipality

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Yes

Reviewed/approved by: Reviewed by Brad Hicks, County Attorney, February 5, 2020

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: Chairman to execute two (2) copies of the original Agreement; Bay Minette Administration staff to mail one (1) executed copy to the Town of Elberta; email a copy of executed Agreement to Eddie Harper, Building Official and email a copy of the executed Agreement to Kim Nelson, Office Administrator, Building Inspection for the file.

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

Honorable Jim Hamby

Mayor

Town of Elberta

Post Office Drawer 277

Elberta, Alabama 36530

cc: Email copies to

Eddie Harper, Building Official

Kim Nelson, Office Administrator

Wayne Dyess, County Administrator

Additional instructions/notes: Original Agreement sent to Bay Minette Admin office

AGREEMENT
BETWEEN
THE BALDWIN COUNTY COMMISSION
AND THE
TOWN OF ELBERTA, ALABAMA
[Building Laws and Codes]

WHEREAS, the BALDWIN COUNTY COMMISSION, hereinafter referred to as “the COMMISSION”, and the TOWN OF ELBERTA, ALABAMA, hereinafter referred to as “the MUNICIPALITY,” desire to enter into an agreement concerning the establishment and enforcement of Building Laws and Codes within the corporate limits of the MUNICIPALITY consistent with Section 34-14A-12 of the Code of Alabama (1975); and

WHEREAS, the MUNICIPALITY has requested that the COMMISSION enforce the Building Code of Baldwin County, and any successor thereto, within the corporate limits of the MUNICIPALITY and hereby assents to said enforcement.

NOW, THEREFORE, the COMMISSION and the MUNICIPALITY do hereby agree, pursuant to all authority under Alabama and/or applicable law, as follows:

1. The COMMISSION shall enforce the Building Code of the County (the Code), and any successor thereto, within the corporate limits of the MUNICIPALITY.
2. All fees generated from said building code, and any successor thereto, shall be the property of and retained by the COMMISSION.
3. The COMMISSION shall enforce the Code in the same manner as it enforces the Code in the unincorporated areas of the County.
4. The MUNICIPALITY shall be responsible for the issuance and approval of Land Use Certificates on any construction within the corporate limits of the MUNICIPALITY.

5. This Agreement shall be for a term of thirty-six (36) months from the date of full execution of this Agreement, and either party shall be entitled to terminate this Agreement by passing a resolution expressing said party's desire to terminate and providing written notice of the same to the other party.
6. The MUNICIPALITY shall fully indemnify and hold the COMMISSION, its Commissioners, departments, employees, supervisors, agents, representatives and attorneys (hereinafter referred to collectively in this paragraph as the "Commission") completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COMMISSION pursuant to this Agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the County enforcing, defending or complying with this Agreement, or otherwise addressing any actions or claims related in any way to this Agreement. This provision shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the COMMISSION and MUNICIPALITY have fully executed this Agreement on the day and year last written below by their duly authorized representatives.

BALDWIN COUNTY COMMISSION

BILLIE JO UNDERWOOD Date
Chairman

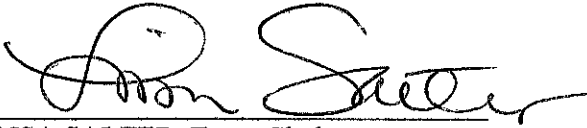
ATTEST:

WAYNE DYESS
County Administrator

TOWN OF ELBERTA, ALABAMA


JIM HAMBY Date
Mayor

ATTEST:


LISA SALTER, Town Clerk

This Instrument prepared by:

KIMBERLEY J. NELSON

Office Administrator/Building Inspection
Baldwin County Commission
201 East Section Avenue

Foley, Alabama 36535



Baldwin County Commission

Agenda Action Form

File #: 20-0701, **Version:** 1

Item #: H2

Meeting Type: BCC Work Session

Meeting Date: 2/11/2020

Item Status: New

From: Eddie Harper, Building Official

Submitted by: Kim Nelson, Office Administrator

ITEM TITLE

Agreement with the Town of Elberta - Enforcement of Flood Damage Prevention Ordinance

STAFF RECOMMENDATION

Take the following actions:

- 1) With respect to Section 34-14A-12 of the Code of Alabama 1975, authorize the Baldwin County Building Inspection Department to enforce the Town of Elberta's Municipal Flood Damage Prevention Ordinance No. 2019-03, and any amendments thereto, with the understanding that all fees collected under this authorization and by the Baldwin County Building Inspection Department shall be retained by the Baldwin County Commission; and
- 2) Authorize the execution of the Agreement between the Baldwin County Commission and the Town of Elberta, Alabama to accomplish the aforementioned. *(The term of this Agreement shall be for thirty-six (36) months beginning on the date of full execution, and either party shall be entitled to terminate the Agreement by passing a resolution expressing their desire to terminate and providing written notice of the same to the other party).*

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Section 34-14A-12 of the Code of Alabama 1975, applies to the application of county building laws and codes within corporate limits and police jurisdiction of municipalities and administration and enforcement of their building laws and codes by mutual agreement, compact and/or contract between the county and municipal government.

The Agreement has been reviewed by the County Attorney and has been signed by the Mayor of the Town of Elberta.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Yes

Reviewed/approved by: Reviewed by Brad Hicks, County Attorney, February 5, 2020

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: No

Individual(s) responsible for follow up: Chairman to sign two (2) copies of the original Agreement; Bay Minette Administration staff to mail one (1) executed copy to the Town of Elberta; email a copy of the executed Agreement to Eddie Harper, Building Official and email a copy of the executed Agreement to Kim Nelson, Office Administrator, Building Inspection for the file.

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

Honorable Jim Hamby
Mayor, Town of Elberta
Post Office Drawer 277
Elberta, Alabama 36530

Cc: Email copies to
Eddie Harper, Building Official
Kim Nelson, Office Administrator
Wayne Dyess, County Administrator

Additional instructions/notes: Original Agreement sent to Bay Minette Admin office

AGREEMENT
BETWEEN
THE BALDWIN COUNTY COMMISSION
AND THE
TOWN OF ELBERTA, ALABAMA
[Enforcement of the Flood Damage Prevention Ordinance]

WHEREAS, the BALDWIN COUNTY COMMISSION, hereinafter referred to as “the COMMISSION”, and the TOWN OF ELBERTA, ALABAMA, hereinafter referred to as “the MUNICIPALITY,” desire to enter into an agreement concerning the enforcement of the MUNICIPALITY’s Flood Damage Prevention Ordinance, Ordinance No. 2008-07, within the corporate limits of the MUNICIPALITY consistent with Section 34-14A-12 of the Code of Alabama (1975); and

WHEREAS, the MUNICIPALITY has requested that the COMMISSION enforce the MUNICIPALITY’s Flood Damage Prevention Ordinance, Ordinance No. 2008-07, and any amendments thereto, within the corporate limits of the MUNICIPALITY and hereby assents to said enforcement.

NOW, THEREFORE, the COMMISSION and the MUNICIPALITY do hereby agree, pursuant to all authority under Alabama and/or applicable law, as follows:

1. The COMMISSION shall enforce the MUNICIPALITY’s Flood Damage Prevention Ordinance, Ordinance No. 2008-07, and any amendments thereto, within the corporate limits of the MUNICIPALITY.
2. All fees generated from said administration and enforcement of the MUNICIPALITY’s Flood Damage Prevention Ordinance, Ordinance No. 2008-07, and any amendments thereto, shall be the property of and retained by the COMMISSION.
3. The MUNICIPALITY shall be responsible for the issuance and approval of Land Use Certificates on any construction within the corporate limits of the MUNICIPALITY.

4. This Agreement shall be for a term of thirty-six (36) months from the date of full execution of this Agreement, and either party shall be entitled to terminate this Agreement by passing a resolution expressing said party's desire to terminate and providing written notice of the same to the other party.
5. The MUNICIPALITY shall fully indemnify and hold the COMMISSION, its Commissioners, departments, employees, supervisors, agents, representatives and attorneys (hereinafter referred to collectively in this paragraph as the "Commission") completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COMMISSION pursuant to this Agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the County enforcing, defending or complying with this Agreement, or otherwise addressing any actions or claims related in any way to this Agreement. This provision shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the COMMISSION and MUNICIPALITY have fully executed this Agreement on the day and year last written below by their duly authorized representatives.

BALDWIN COUNTY COMMISSION

BILLIE JO UNDERWOOD

Date

Chairman

ATTEST:

WAYNE DYESS

County Administrator

TOWN OF ELBERTA, ALABAMA


JIM HAMBY
Mayor

1-21-20
Date

ATTEST:


LISA SALTER, Town Clerk

This Instrument prepared by:

KIMBERLEY J. NELSON
Office Administrator/Building Inspection
Baldwin County Commission
201 East Section Avenue

Foley, Alabama 36535

**FLOOD DAMAGE PREVENTION ORDINANCE
INCORPORATED ELBERTA, ALABAMA
ORDINANCE NO: 2019- 03**

Adopted by the Town Council Of Elberta, Alabama

April 16, 2019

NOTE: This Ordinance Rescinds and Replaces Ordinance No. 2008-07 Flood Damage Prevention Ordinance as codified into Chapter 14 Sections 14-1 through 14-117 Code of Ordinances of the Town of Elberta Alabama

TOWN COUNCIL MEMBERS

Hon. Jim Hamby, Mayor
Hon. Alma Doege, Place 1
Hon. Paul Hopper, Place 2
Hon. Michael Hudson, Place 3
Hon. Steve Kirkpatrick, Place 4
Hon. Vicky Norris, Place 5

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 Town Council, of Elberta, Alabama, does ordain as follows:

SECTION B **FINDINGS OF FACT**

- (1) The flood hazard areas of Elberta, 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 incorporated Elberta, 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 April 19, 2019**, 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 incorporated Elberta, Alabama 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 Elberta, 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 incorporated Elberta, Alabama:

(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 F.
- (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 incorporated Elberta, Alabama 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 F (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 F (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 September 16, 2008 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 September 16, 2008.

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 September 16, 2008 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 September 16, 2008.

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 April 16, 2019

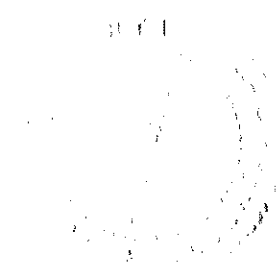
BY: Jim Hamley
MA
Alma + Doeze
Phil Hoy

[Signature]
[Signature]

(Signature of Governing Board)

Certified by: [Signature]
Date: 4/16/19

SEAL



U.S. Department of Homeland Security
500 C Street, SW
Washington, DC 20472



FEMA

MAR 15 2019

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

The Honorable Jim Hamby
Mayor, Town of Elberta
Pst Office Box 277
Elberta, Alabama 36530

Dr Mayor Hamby:

I am writing this letter as an official reminder that the Town of Elberta, Alabama, has until April 19, 2019, to adopt and have the Department of Homeland Security's Federal Emergency Management Agency (FEMA) Regional Office approve floodplain management measures that satisfy 44 Code of Federal Regulations (CFR) Section 60.3(d) and (e) of the National Flood Insurance Program (NFIP) regulations.

The Town of Elberta must adopt floodplain management measures, such as a floodplain management ordinance, that meet or exceed the minimum NFIP requirements (copy enclosed) by April 19, 2019, to avoid suspension from the NFIP. If suspended, your community becomes ineligible for flood insurance through the NFIP, new insurance policies cannot be sold, and existing policies cannot be renewed.

The State Coordinating Office for your State has verified that Alabama communities may include language in their floodplain management measures that automatically adopt the most recent available flood elevation data provided by FEMA. Your community's floodplain management measures may already be sufficient if the measures include suitable automatic adoption language and are otherwise in accordance with the minimum requirements of the NFIP. The NFIP State Coordinator can assist you further in clarifying questions you may have about automatic adoption.

Under the National Flood Disaster Protection Act of 1973, as amended, flood insurance must be purchased by property owners seeking any Federal financial assistance for construction or acquisition of buildings in Special Hazard Areas (SFHAs). This financial assistance includes certain federally guaranteed mortgages and direct loans, federal disaster relief loans and grants, as well as other similar assistance from FEMA and other agencies.

In addition, loans individuals obtain from Federally regulated, supervised, or insured lending institutions are secured by improved real estate located in SFHAs are also contingent upon the borrower obtaining flood insurance coverage on the building. However, purchasing and maintaining flood insurance coverage on a voluntary basis is frequently recommended for properties located outside of the flood zone.



Baldwin County Commission

Agenda Action Form

File #: 20-0706, **Version:** 1

Item #: H3

Meeting Type: BCC Work Session

Meeting Date: 2/11/2020

Item Status: New

From: Eddie Harper, Building Official, CFM

Submitted by: Kim Nelson, Office Administrator, CFM

ITEM TITLE

Agreement with the Town of Magnolia Springs - Enforcement of Building Codes and Laws

STAFF RECOMMENDATION

Take the following actions:

1) With respect to Section 34-14A-12 of Code of Alabama 1975, authorize the Baldwin County Building Inspection Department to enforce the Building Codes adopted by the Baldwin County Commission and any amendments thereto within the corporate limits of the Town of Magnolia Springs, Alabama, with the understanding that all fees collected under this authorization and by the Baldwin County Building Inspection Department shall be retained by the Baldwin County Commission; and

2) Authorize the execution of the Agreement (Building Codes & Laws) between the Baldwin County Commission and the Town of Magnolia Springs, Alabama, to accomplish the aforementioned. (The term of this Agreement shall be for thirty-six (36) months beginning on the date of full execution, and either party shall be entitled to terminate the Agreement by passing a resolution expressing said party's desire to terminate and providing written notice of the same to the other party.)

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: N/A

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Yes

Reviewed/approved by: Reviewed by Brad Hicks, County Attorney February 5, 2020

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: Chairman to execute two (2) copies of the original Agreement; Bay Minette Administration staff to mail one (1) original executed copy to the Town of Magnolia Springs; email a copy of executed Agreement to Eddie Harper, Building Official and email a copy of executed Agreement to Kim Nelson, Office Administrator, Building Inspection.

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

Honorable Mayor Kim Koniar
P. O. Box 890
Magnolia Springs, Alabama 36555

Email copies to:
Eddie Harper, Building Official, Building Inspection
Kim Nelson, Office Administrator, Building Inspection
Wayne Dyess, County Administrator

Additional instructions/notes: Original Agreement sent to Bay Minette Administration

AGREEMENT
BETWEEN
THE BALDWIN COUNTY COMMISSION
AND THE
TOWN OF MAGNOLIA SPRINGS, ALABAMA
[Building Laws and Codes]

WHEREAS, the BALDWIN COUNTY COMMISSION, hereinafter referred to as “the COMMISSION”, and the TOWN OF MAGNOLIA SPRINGS, ALABAMA, hereinafter referred to as “the MUNICIPALITY,” desire to enter into an agreement concerning the establishment and enforcement of Building Laws and Codes within the corporate limits of the MUNICIPALITY consistent with Section 34-14A-12 of the Code of Alabama (1975); and

WHEREAS, the MUNICIPALITY has requested that the COMMISSION enforce the Building Code of Baldwin County, and any successor thereto, within the corporate limits of the MUNICIPALITY and hereby assents to said enforcement.

NOW, THEREFORE, the COMMISSION and the MUNICIPALITY do hereby agree, pursuant to all authority under Alabama and/or applicable law, as follows:

1. The COMMISSION shall enforce the Building Code of the County (the Code), and any successor thereto, within the corporate limits of the MUNICIPALITY.
2. All fees generated from said building code, and any successor thereto, shall be the property of and retained by the COMMISSION.
3. The COMMISSION shall enforce the Code in the same manner as it enforces the Code in the unincorporated areas of the County.
4. The MUNICIPALITY shall be responsible for the issuance and approval of Land Use Certificates on any construction within the corporate limits of the MUNICIPALITY.

5. This Agreement shall be for a term of thirty-six (36) months from the date of full execution of this Agreement, and either party shall be entitled to terminate this Agreement by passing a resolution expressing said party's desire to terminate and providing written notice of the same to the other party.
6. The MUNICIPALITY shall fully indemnify and hold the COMMISSION, its Commissioners, departments, employees, supervisors, agents, representatives and attorneys (hereinafter referred to collectively in this paragraph as the "Commission") completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COMMISSION pursuant to this Agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the County enforcing, defending or complying with this Agreement, or otherwise addressing any actions or claims related in any way to this Agreement. This provision shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the COMMISSION and MUNICIPALITY have fully executed this Agreement on the day and year last written below by their duly authorized representatives.

BALDWIN COUNTY COMMISSION

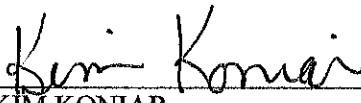
BILLE JO UNDERWOOD
Chairman

Date

ATTEST:

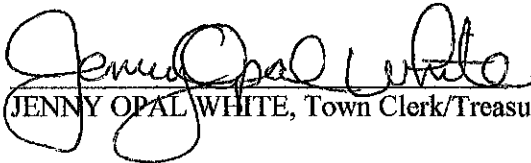
WAYNE DYESS
County Administrator

TOWN OF MAGNOLIA SPRINGS, ALABAMA

 01/10/2020

KIM KONIAR Date
Mayor

ATTEST:



JENNY OPAL WHITE, Town Clerk/Treasurer

This Instrument prepared by:

KIMBERLEY J. NELSON
Office Administrator/Building Inspection
Baldwin County Commission
201 East Section Avenue

Foley, Alabama 36535



Baldwin County Commission

Agenda Action Form

File #: 20-0705, **Version:** 1

Item #: H4

Meeting Type: BCC Work Session

Meeting Date: 2/11/2020

Item Status: New

From: Eddie Harper, Building Official, CFM

Submitted by: Kim Nelson, Office Administrator, CFM

ITEM TITLE

Agreement with the Town of Magnolia Springs - Enforcement of Flood Damage Prevention Ordinance

STAFF RECOMMENDATION

Take the following actions:

- 1) With respect to Section 34-14A-12 of the Code of Alabama 1975, authorize the Baldwin County Building Inspection Department to enforce the Town of Magnolia Springs's Flood Damage Prevention Ordinance No. 2019-01, and any amendments thereto, with the understanding that all fees collected under this authorization and by the Baldwin County Building Inspection Department shall be retained by the Baldwin County Commission; and
- 2) Authorize the execution of the Agreement between the Baldwin County Commission and the Town of Magnolia Springs, Alabama to accomplish the aforementioned. *(The term of this Agreement shall be for thirty-six (36) months beginning on the date of full execution, and either party shall be entitled to terminate the Agreement by passing a resolution expressing their desire to terminate and providing written notice of the same to the other party).*

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: N/A

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Yes

Reviewed/approved by: Reviewed by Brad Hicks, County Attorney February 5, 2020

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: Chairman to execute two (2) copies of the original Agreement; Bay Minette administration staff to mail one (1) copy of executed Agreement to Town of Magnolia Springs; email a copy of executed Agreement to Eddie Harper, Building Official and Kim Nelson, Office Administrator, Building Inspection Department.

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

Honorable Mayor Kim Koniar

P. O. Box 890

Magnolia Springs, Alabama 36555

CC: email copies to:

Eddie Harper, Building Official, Building Inspection

Kim Nelson, Office Administrator, Building Inspection

Wayne Dyess, County Administrator

Additional instructions/notes: Original Agreements sent to Bay Minette Administration

FLOOD DAMAGE PREVENTION ORDINANCE

TOWN OF MAGNOLIA SPRINGS

Ordinance No. 2019-01

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
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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 Town Council of the Town of Magnolia Springs, Alabama, does ordain as follows:

SECTION B FINDINGS OF FACT

- (1) The flood hazard areas of the Town of Magnolia Springs, 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 or 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 jurisdiction of the Town of Magnolia Springs, 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 July 17, 2007**, 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 Baldwin County are hereby adopted by reference. Areas of Special Flood Hazard may also include those areas known to have flooded historically or defined through standard engineering analysis by

governmental agencies or private parties but not yet incorporated in the FIS. {Identify specific areas here, including study title and date along with maps}

When Preliminary Flood Insurance Studies and Flood Insurance Rate Maps have been provided by FEMA to the Town of Magnolia Springs:

- (1) Prior to the issuance of a Letter of Final Determination (LFD) by FEMA, the use of the preliminary flood hazard data shall only be required where no base flood elevations and/or floodway areas exist or where the preliminary base flood elevations or floodway area exceed the base flood elevations and/or floodway widths in the effective flood hazard data provided by FEMA. Such preliminary data may be subject to revision through valid appeals.*
- (2) Upon the issuance of a Letter of Final Determination (LFD) by FEMA, the revised flood hazard data shall be used and replace all previously effective flood hazard data provided by FEMA for the purposes of administering these regulations.*

Where adopted regulatory standards conflict, the more stringent base flood elevation shall prevail. Preliminary FIS data may be subject to change by a valid appeal.

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 the Town of Magnolia Springs, 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 Town of Magnolia Springs shall first notify the applicant or other responsible person in writing of its intended action. The Town of Magnolia Springs shall provide reasonable opportunity, of not less than ten (10) 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 Town of Magnolia Springs may take or impose any one or more of the following enforcement actions or penalties:

NOTE: The Town may choose which additional enforcement options it chooses to utilize in addition to the "Notice of Violation" described above and the "Civil penalties" described below.

- (a) **Stop Work Order:** *The Town may issue a stop work order, which shall be served on the applicant or other responsible person. The stop work order shall remain in effect -until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violation or violations described therein, provided the stop work order may be withdrawn*

or modified to enable the applicant or other responsible person to take the necessary remedial measures to cure such violation or violations.

- (b) Termination of water service and/or withhold or revoke Certificate of Occupancy: The Town may terminate utilities and/or refuse to issue and/or revoke a certificate of occupancy for the building or other improvements and/or repairs conducted or being conducted on the site until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violation or violations described therein.
- (c) Suspension, revocation, or modifications of permit: The Town may suspend, revoke, or modify the permit authorizing the development project. A suspended, revoked, or modified permit may be reinstated after the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein, provided such permit may be reinstated (upon such conditions as the community may deem necessary) to enable the applicant or other responsible person to take the necessary remedial measures to cure such violations.
- (d) 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 \$500.00 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 Town of Magnolia Springs from taking such other lawful actions as is necessary to prevent or remedy any violation.
- (e) Section 1316 Declaration: Section 1316 of the National Flood Insurance Act authorizes FEMA to deny flood insurance to a property declared by the State, County, or Municipal government to be in violation of the local floodplain management ordinance. A Section 1316 declaration shall be used when all other legal means to remedy a violation have been exhausted and the structure is noncompliant. Once invoked, the property's flood insurance coverage will be terminated and no new or renewal policy can be issued; no flood insurance claim can be paid on any policy on the property, and disaster assistance will be denied.

The declaration must be in writing (letter or citation), from the community to the property owner and the applicable FEMA Regional Office, and must contain the following items:

- i. The name(s) of the property owner(s) and address or legal description of the property sufficient to confirm its identity and location;
- ii. A clear and unequivocal declaration that the property is in violation of a cited State or local law, regulation or ordinance;
- iii. A clear statement that the public body making the declaration has authority to do so and a citation to that authority;
- iv. Evidence that the property owner has been provided notice of the violation and the prospective denial of insurance; and
- v. A clear statement that the declaration is being submitted pursuant to section 1316 of the National Flood Insurance Act of 1968, as amended.

If a structure that has received a Section 1316 declaration is made compliant with the community's floodplain management ordinance, then the Section 1316 declaration can be rescinded by the community and flood insurance eligibility restored.

- (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 the Magnolia Springs Board of Adjustments, or its 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 Circuit Court of Baldwin County, Alabama.

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.

SECTION J. REPEALER

Ordinance No. 2010-08 of the Town of Magnolia Springs, Alabama is hereby repealed. This Repealer shall not, however, effect, terminate, or preclude any rights, duties, requirements or terms which arose or existed while said Ordinance was in effect, all of which are specifically preserved.

ARTICLE 3 **ADMINISTRATION**

SECTION A DESIGNATION OF FLOODPLAIN ADMINISTRATOR

The Baldwin County Building Official 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 the Town of Magnolia Springs, Alabama:

(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) 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.
- (h) Usage details of any enclosed areas below the lowest floor shall be described.
- (i) 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.
- (j) 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.

- (k) 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.
- (f) *In any lot or lots/areas that will be or have been removed from the special flood hazard area utilizing a Letter of Map Revision Based on Fill (LOMR-F), the top of fill level must meet the community's freeboard elevation at that location. If the top of fill level is below the freeboard elevation, all new structures, additions to existing buildings or substantial improvement must meet the required community freeboard elevation.*

(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) The 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.
- (c) 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.
- (d) 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.
- (e) 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.
- (11) *In addition, the Floodplain Administrator and his or her designated staff is hereby authorized and directed to enforce the provisions of this ordinance. The Administrator is further authorized to render interpretations of this ordinance, which are consistent with its spirit and purpose.*

(a) *Right of Entry*

- i. *Whenever necessary to make an inspection to enforce any of the provisions of this ordinance, or whenever the Administrator has reasonable cause to believe that there exists in any building or upon any premises any condition or ordinance violation which makes such building, structure or premises unsafe, dangerous or hazardous, the Administrator may enter such building, structure or premises at all reasonable times to inspect the same or perform any duty imposed upon the Administrator by this ordinance.*
- ii. *If such building or premises are occupied, the Administrator shall first present proper credentials and request entry. If such building, structure, or premises are unoccupied, he shall first make a reasonable effort to locate the owner or other persons having charge or control of such building or premises.*
- iii. *If entry is refused, the Administrator shall have recourse to every remedy provided by law to secure entry.*
- iv. *When the Administrator shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care or control of any building, structure, or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the Administrator for the purpose of inspection and examination pursuant to this ordinance.*

(b) *Stop Work Orders*

- i. *Upon notice from the Administrator, work on any building, structure or premises that is being performed contrary to the provisions of this ordinance shall immediately cease.*
 - ii. *Such notice shall be in writing and shall be given to the owner of the property, or to his or her agent, or to the person doing the work, and shall state the conditions under which work may be resumed.*
- (c) *Revocation of Permits*
- i. *The Administrator may revoke a permit or approval, issued under the provisions of this ordinance, in case there has been any false statement or misrepresentation as to the material fact in the application or plans on which the permit or approval was based.*
 - ii. *The Administrator may revoke a permit upon determination that the construction, erection, alteration, repair, moving, demolition, installation, or replacement of the structure for which the permit was issued is in violation of, or not in conformity with, the provisions of this ordinance.*

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).

Dry floodproofing is allowed only where flood velocities are less than or equal to five feet per second. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. A Flood Emergency Operation Plan and an Inspection and Maintenance Plan must be provided by the design professional for the building. Such certification shall be provided to the Floodplain Administrator.

- (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; and
 - (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.
 - (e) *Property owners shall be required to execute a flood openings/venting affidavit acknowledging that all openings will be maintained as flood vents, and that the elimination or alteration of the openings in any way will violate the requirements for enclosures below the base flood elevation. Periodic inspections will be conducted by the Floodplain Administrator to ensure compliance.*
 - (f) *Property owners shall agree, certify, and declare to the following conditions and restrictions placed on the affected property as a condition for granting a permit. A binding agreement, referred to as a Non-conversion Agreement, is required to be executed and recorded with the Deed. It shall obligate the Owner to the following terms and conditions:*
 - (i) *That the enclosed area(s) shall remain fully compliant with all parts of the section Enclosures for Elevated Buildings of this Ordinance unless otherwise modified to be fully compliant with the applicable sections of the Flood Damage Prevention Ordinance in effect at the time of conversion.*

- (ii) *A duly appointed representative of the Town of Magnolia Springs is authorized to enter the property for the purpose of inspecting the exterior and interior of the enclosed area to verify compliance with the Agreement and Permit.*
 - (iii) *The community may take any appropriate legal action to correct any violation pertaining to the Agreement and the subject Permit.*
- (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 a maximum of 60 inches (five feet) above grade and must 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 Town of Magnolia Springs 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) – This provision generally applies to new and substantially improved accessory structures. When an accessory structure complies with all other provisions of this ordinance (including floodway encroachment), represents a minimal investment (less than {\$ ____ } **Community to designate the value that defines "minimal investment" for its own community. Values typically range between**

\$300 - \$1,000), and meets the requirements outlined below, these structures may be wet-floodproofed and do not have to be elevated or dry floodproofed.

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) Must be low value (less than {\$_____}) and not be used for human habitation.
- (c) Use must be restricted to parking of personal vehicles or limited storage (low-cost items that cannot be conveniently stored in the principal structure).
- (d) Must be designed with an unfinished interior and constructed with flood damage-resistant materials below the BFE.
- (e) Must be adequately anchored to prevent flotation, collapse, or lateral movement.
- (f) Must have adequate flood openings as described in Article 4, Section A (5) and be designed to otherwise have low flood damage potential.
- (g) Shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters.
- (h) Any mechanical and other utility equipment in the structure must be elevated to or above the BFE or must be floodproofed.
- (i) 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) No encroachments, including structures or fill material, shall be located within an area equal to the width of the stream or twenty-five feet, whichever is greater, measured from the top of the stream bank, unless certification by a 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.
- (4) All development in Zone A must meet the requirements of Article 4, Section A and Section B(1) through B(4).
- (5) 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.
- (6) 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).
- (7) 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.

- (8) *Fill within the area of special flood hazard shall result in no net loss of natural floodplain storage. The volume of loss of floodwater storage due to filling in the special flood hazard area shall be offset by providing an equal volume of flood storage by excavation or other compensatory measures at or adjacent to the development site. Any excavation or other measures taken for compensatory storage shall be properly designed to provide protection against erosion or overgrowth of vegetation in order to preserve the storage volume. Proper maintenance measures shall also be undertaken to ensure the intended storage volume remains in perpetuity.*

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 STANDARDS FOR SUBDIVISIONS

- (1) All subdivision proposals shall be consistent with the need to minimize flood damage.
- (2) All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage.

- (3) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards, and;
- (4) Base flood elevation data shall be provided for all new subdivision proposals and other proposed development (including manufactured home parks and subdivisions), which is greater than fifty lots or five acres; whichever is the lesser.
- (5) *All subdivision and other development proposals which involve disturbing more than 1/4 acre designated by Town, square feet of land shall include a stormwater management plan which is designed to limit peak runoff from the site to predevelopment levels for the one, ten, and 100-year rainfall event. These plans shall be designed to limit adverse impacts to downstream channels and floodplains. Single residential lots involving less than one acre of land disturbance are not subject to this regulation.*
- (6) *All preliminary plans for platted subdivisions shall identify the flood hazard area and the elevation of the base flood.*
- (7) *All final subdivision plats will provide the boundary of the special flood hazard area, the floodway boundary, and the base flood elevations.*
- (8) *In platted subdivisions, all proposed lots or parcels that will be future building sites shall have a minimum buildable area outside the natural (non-filled) 1% chance annual floodplain. The buildable area shall be, at a minimum, large enough to accommodate any primary structure and associated structures such as sheds, barns, swimming pools, detached garages, on-site sewage disposal systems, and water supply wells, where applicable.*

SECTION G. CRITICAL FACILITIES

Construction of new and substantially improved critical facilities shall be located outside the limits of the special flood hazard area (one percent annual chance floodplain). Construction of new critical facilities shall be permissible within the SFHA only if no feasible alternative site is available and access to the facilities remains available during a 0.2 percent chance flood.

- (1) *Critical facilities constructed within the SFHA shall have the lowest floor elevated three feet above the base flood elevation at the site (or to the 0.2 percent chance flood elevation whichever is greater).*
- (2) *Floodproofing and sealing measures must be implemented to ensure that any and all on-site toxic substances will not be displaced by or released into floodwaters.*
- (3) *Multiple access routes, elevated to or above the 0.2 percent flood elevation, shall be provided to all critical facilities to the maximum extent possible.*
- (4) *Critical facilities must be protected to or above the 0.2 percent chance flood and must remain operable during such an event.*
 - a. *The community's flood response plan must list facilities considered critical in a flood.*
 - b. *Other facilities in low risk flood zones that may also be needed to support flood response efforts must be included on the critical facility list.*

- (5) *The use of any structure shall not be changed to a critical facility, where such a change in use will render the new critical facility out of conformance with this section.*

ARTICLE 5

VARIANCE PROCEDURES

SECTION A. DESIGNATION OF VARIANCE AND APPEALS BOARD

The Board of Adjustments as established by the Town Council of the Town of Magnolia Springs 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 Floodplain Administrator in the enforcement or administration of this ordinance. Any person aggrieved by the decision of the Board of Adjustments may appeal such decision to the Circuit Court of Baldwin County, Alabama, as provided in section 11-52-81 of the *Code of Alabama*, 1975.

SECTION C. VARIANCE PROCEDURES

In reviewing requests for variance, the 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 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 Official of Baldwin County, Alabama, 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.

A Zone means the Area of Special Flood Hazard without base flood elevations determined.

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.

AE Zone means the Area of Special Flood Hazard with base flood elevations determined.

AH Zone means an area of one percent chance of shallow flooding where depths are between one to three feet (usually shallow ponding), with base flood elevations shown.

AO Zone means an area of one percent chance of shallow flooding where depths are between one to three feet (usually sheet flow on sloping terrain), with depth numbers shown.

Appeal means a request for a review of the interpretation by the Board of Adjustments of any provision of this ordinance.

AR/AE, AR/AH, AR/AO, and AR/A Zones means a flood zone that results from the decertification of a previously accredited flood protection system or levee that is in the process of being restored to provide a one percent chance or greater level of flood protection. After restoration is complete, these areas will still experience residual flooding from other flooding sources.

A99 Zone means that part of the special flood hazard area inundated by the one percent annual chance flood to be protected from the one percent chance flood by a Federal flood protection system or levee under construction, no base flood elevations are determined.

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.

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.

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.

Critical facility (aka, critical action) means facilities for which the effects of even a slight chance of flooding would be too great. The minimum floodplain of concern for critical facilities is the 0.2 percent chance flood level. Critical facilities include, but are not limited to facilities critical to the health and safety of the public such as: emergency operations centers, designated public shelters, schools, nursing homes, hospitals, police, fire and emergency response installations, vital data storage centers, power generation and water and other utilities (including related infrastructure such as principal points of utility systems) and installations which produce, use or store hazardous materials or hazardous waste (as defined under the Clean Water Act and other Federal statutes and regulations).

D Zone means an area in which the flood hazard is undetermined.

Dam means any artificial barrier, including appurtenant works, constructed to impound or divert water, waste water, liquid borne materials, or solids that may flow if saturated. All structures necessary to maintain the water level in an impoundment or to divert a stream from its course will be considered a dam.

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.

Dry Floodproofing means any combination of structural and nonstructural additions, changes, or adjustments to structures, which reduce or eliminate flood damages to real estate or improved real estate property, water, and sanitary facilities, structures, and their contents. Structures shall be floodproofed with a minimum of 12 inches above the base flood elevation (more is recommended). Dry floodproofing of a pre-FIRM residential structure that has not been substantially damaged or improved is allowed. Dry floodproofing of a post-FIRM residential building is not allowed. Non-residential structures may be dry floodproofed in all flood zones with the exception of the Coastal High Hazard Area or the Coastal AE Zone.

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 December 21, 2010 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 December 21, 2010.

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 Hazard Boundary Map (FHBM) means an official map of a community, issued by the Federal Insurance Administration, where the boundaries of areas of special flood hazard have been designated as Zone A.

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 means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

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.

Floodway fringe means that area of the special flood hazard area on either side of the regulatory floodway.

Flood Protection Elevation means the base flood elevation plus the community freeboard. In areas where no base flood elevations exist from any authoritative source, the flood protection elevation can be historical flood elevations or base flood elevations determined and/or approved by the floodplain administrator plus freeboard.

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 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.

Letter of Map Change (LOMC) is an official FEMA determination, by letter, to amend or revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, and Flood Insurance Studies. LOMC's are broken down into the following categories:

Letter of Map Amendment (LOMA)

An amendment based on technical data showing that a property was incorrectly included in a designated SFHA, was not elevated by fill (only by a natural grade elevation), and will not be inundated by the one percent chance flood. A LOMA amends the current effective FIRM and establishes that a specific property is not located in a SFHA.

Letter of Map Revision (LOMR)

A revision based on technical data that, usually due to manmade changes, shows changes to flood zones, flood elevations, floodplain and floodway delineations, and planimetric features. One common type of LOMR, a LOMR-F, is a determination concerning whether a structure or parcel has been elevated by fill above the BFE and is, therefore, excluded from the SFHA.

Conditional Letter of Map Revision (CLOMR)

A formal review and comment by FEMA as to whether a proposed project complies with the minimum NFIP floodplain management criteria. A CLOMR does not revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, or Flood Insurance Studies.

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. [only required in communities with levees]

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. [only required in communities with levees]

Lowest adjacent grade means the point of the ground level immediately next to a building. This may be the sidewalk, patio, deck support, or basement entryway immediately next to the structure after the completion of construction. It does not include earth that is placed for aesthetic or landscape reasons around a foundation wall. It does include natural ground or properly compacted fill that comprises a component of a building's foundation system.

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 December 21, 2010, 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 December 21, 2010.

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.

One Percent Flood (aka 100-Year Flood) is the flood that has a one percent chance of being equaled or exceeded in any given year. Any flood zone that begins with the letter A or V is subject to inundation by the one percent chance flood. Over the life of a 30-year loan, there is a 26-percent chance of experiencing such a flood within the SFHA.

Participating Community is any community that voluntarily elects to participate in the NFIP by adopting and enforcing floodplain management regulations that are consistent with the standards of the NFIP.

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.

Probation means an action taken by FEMA to formally notify participating communities of the first of the two NFIP sanctions due to their failure to correct violations and deficiencies in the administration and enforcement of the local floodplain management regulations.

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.

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.

Regular Program means the second phase of the community's participation in the NFIP in which second layer coverage is available based upon risk premium rates only after FEMA has completed a flood risk study for the community.

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.

Repetitive Loss Property means any insurable structure for which two or more claims of more than \$1,000 were paid by the National Flood Insurance Program (NFIP) within any rolling 10-year period, since 1978. At least two of the claims must be more than ten days apart but, within ten years of each other. A repetitive loss property may or may not be currently insured by the NFIP.

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.

Severe Repetitive Loss Structure means any insured property that has met at least one of the following paid flood loss criteria since 1978, regardless of ownership:

- a. Four or more separate claim payments of more than \$5,000 each (including building and contents payments); or

- b. *Two or more separate claim payments (building payments only) where the total of the payments exceeds the current market value of the property.*

In either case, two of the claim payments must have occurred within ten years of each other. Multiple losses at the same location within ten days of each other are counted as one loss, with the payment amounts added together.

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.

[OR replace the “50 percent” and “25 percent” with lower values for stricter standards]

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.

[If lower values are used in the above definition for “Substantial damage”, then include the same lower values for stricter standards for this definition]

[OR replace “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” with the following:]

*means any combination of reconstruction, alteration, or improvement to a building, taking place during a 5-year **[or 10-year]** period, in which the cumulative percentage of improvement equals or exceeds 50 percent of the current market value of the structure before the “start of construction” of the initial improvement. Any subsequent improvement project costs shall be added to the initial costs for the initial improvement project. At the end of a 5-year **[or 10-year]** period from the initial improvement project, an updated valuation for the structure can be used for the next time period.*

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 *(provided that said code deficiencies were not caused by neglect or lack of maintenance on the part of the current or previous owners)* 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.

[If lower values are used in the definition above for “Substantial improvement”, then include the same lower values for stricter standards for this definition]

Suspension means the removal, with or without probation, of a participating community from the NFIP because the community failed to adopt and enforce the compliant floodplain management regulations required for participation in the NFIP.

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.

Wet floodproofing means a method of construction which allows water to enter a structure in such a way that will minimize damage to the structure and its contents. Wet floodproofing is appropriate for functionally dependent use and uses that facilitate open space use by variance only, structures utilized for parking or limited storage, or when all other techniques are not technically feasible. Wet floodproofing shall not be utilized as a method to satisfy the requirements of this ordinance for bringing substantially damaged or improved structures into compliance. Wet floodproofing is not allowed in lieu of complying with the lowest floor elevation requirements for new residential buildings.

X Zones (shaded) are areas of 0.2 percent chance flood that are outside of the SFHA subject to the one percent chance flood with average depths of less than one foot, or with contributing drainage area less than one square mile, and areas protected by certified levees from the base flood.

X Zones (unshaded) are areas determined to be outside the 0.2 percent chance floodplain.

Zone means a geographical area shown on a Flood Hazard Boundary Map or a Flood Insurance Rate Map that reflects the severity or type of flooding in the area.

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 and APPROVED on May 28, 2019.

Bob Holk
Bob Holk - Mayor

Attest:

Jenny Opal White
Jenny Opal White - Town Clerk

CERTIFICATE OF PUBLICATION

This is to certify that **Ordinance Number 2019-01** of the Town of Magnolia Springs, Alabama, was published by posting on at least three (3) Bulletin Boards in the Town from May 29, 2019 to June 30, 2019.

Jenny Opal White
Jenny Opal White - Town Clerk

Prepared by:
Town of Magnolia Springs
P.O. Box 890

Magnolia Springs, AL 36555
Ph: 251-965-9888 Fax: 251-965-9889

AGREEMENT
BETWEEN
THE BALDWIN COUNTY COMMISSION
AND THE
TOWN OF MAGNOLIA SPRINGS, ALABAMA
[Enforcement of the Flood Damage Prevention Ordinance]

WHEREAS, the BALDWIN COUNTY COMMISSION, hereinafter referred to as “the COMMISSION,” and the TOWN OF MAGNOLIA SPRINGS, ALABAMA, hereinafter referred to as “the MUNICIPALITY”, desire to enter into an agreement concerning the enforcement of the MUNICIPALITY’s Flood Damage Prevention Ordinance, Ordinance No. 2019-01, within the corporate limits of the MUNICIPALITY consistent with Section 34-14A-12 of the Code of Alabama (1975); and

WHEREAS, the MUNICIPALITY has requested that the COMMISSION enforce the MUNICIPALITY’s Flood Damage Prevention Ordinance, Ordinance No. 2019-01, and any amendments thereto, within the corporate limits of the MUNICIPALITY and hereby assents to said enforcement.

NOW, THEREFORE, the COMMISSION and the MUNICIPALITY do hereby agree, pursuant to all authority under Alabama and/or applicable law, as follows:

1. The COMMISSION shall enforce the MUNICIPALITY’s Flood Damage Prevention Ordinance, Ordinance 2019-01, and any amendments there to, within the corporate limits of the MUNICIPALITY.
2. All fees generated from said administration and enforcement of the MUNICIPALITY’s Flood Damage Prevention Ordinance, Ordinance No. 2019-01, and any amendments there to, shall be the property of and retained by the COMMISSION
3. The MUNICIPALITY shall be responsible for the issuance and approval of Land Use Certificates on any construction within the corporate limits of the MUNICIPALITY.
4. This Agreement shall be for a term of thirty-six (36) months from the date of full execution of this Agreement, and either party shall be entitled to terminate the Agreement by passing a resolution expressing said party’s desire to terminate and providing written notice of the same to the other party.

5. The MUNICIPALITY shall fully indemnify and hold the COMMISSION, its Commissioners, departments, employees, supervisors, agents, representatives and attorneys (hereinafter referred to collectively in this paragraph as the "Commission") completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COMMISSION pursuant to this Agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the County enforcing, defending or complying with this Agreement, or otherwise addressing any actions or claims related in any way to this Agreement. This provision shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the COMMISSION and MUNICIPALITY have fully executed the Agreement on this day and year last written below by their duly authorized representatives.

BALDWIN COUNTY COMMISSION

BILLIE JO UNDERWOOD

Date

Chairman

ATTEST:

WAYNE DYESS

County Administrator

TOWN OF MAGNOLIA SPRINGS

Kim Koniar 1/10/2026

KIM KONIAR

Date

Mayor

ATTEST:

Jenny Opal White

JENNY OPAL WHITE, Town Clerk/Treasurer

This Instrument prepared by:

KIMBERLEY J. NELSON

Office Administrator/Building Inspection

201 East Section Avenue

Foley, AL 36535



Baldwin County Commission

Agenda Action Form

File #: 20-0703, **Version:** 1

Item #: H5

Meeting Type: BCC Work Session

Meeting Date: 2/11/2020

Item Status: New

From: Eddie Harper, Building Official, CFM

Submitted by: Kim Nelson, Office Administrator, CFM

ITEM TITLE

Agreement with the Town of Perdido Beach - Enforcement of Building Codes and Laws

STAFF RECOMMENDATION

Take the following actions:

- 1) With respect to Section 34-14A-12 of the Code of Alabama 1975, authorize the Baldwin County Building Inspection Department to enforce the Building Codes adopted by the Baldwin County Commission and any amendments thereto within the corporate limits of the Town of Perdido Beach, Alabama, with the understanding that all fees collected under this authorization and by the Baldwin County Building Inspection Department shall be retained by the Baldwin County Commission; and
- 2) Authorize the execution of the Agreement (Building Codes & Laws) between the Baldwin County Commission and the Town of Perdido Beach, Alabama, to accomplish the aforementioned. *(The term of this Agreement shall be for thirty-six (36) months beginning on the date of full execution, and either party shall be entitled to terminate the Agreement by passing a resolution expressing said party's desire to terminate and providing written notice of the same to the other party.)*

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Section 34-14A-12 of the Code of Alabama 1975, applies to application of County Building Laws and Codes within corporate limits and police jurisdiction of municipalities and administration and enforcement of their respective building laws and codes by mutual agreement, compact and/or contract between the County and Municipal government.

This Agreement has been signed by the Municipality.

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: Reviewed by Brad Hicks, County Attorney, February 5, 2020

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: Chairman to execute two (2) copies of the original Agreement; Bay Minette Administration staff to mail one (1) original executed copy to the Town of Perdido Beach; email a copy of executed Agreement to Eddie Harper, Building Official and email copy of executed Agreement to Kim Nelson, Office Administrator, Building Inspection for the file.

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

Honorable Kae Hamilton, Mayor,
Town of Perdido Beach
P. O. box 488
Perdido Beach, Alabama 36530

Email copies to:
Eddie Harper, Building Official, Building Inspection
Kim Nelson, Office Administrator, Building Inspection
Wayne Dyess, County Administrator.

Additional instructions/notes: Original Agreements sent to Bay Minette Administration office

AGREEMENT
BETWEEN
THE BALDWIN COUNTY COMMISSION
AND THE
TOWN OF PERDIDO BEACH, ALABAMA
[Building Laws and Codes]

WHEREAS, the BALDWIN COUNTY COMMISSION, hereinafter referred to as “the COMMISSION”, and the TOWN OF PERDIDO BEACH, ALABAMA, hereinafter referred to as “the MUNICIPALITY,” desire to enter into an agreement concerning the establishment and enforcement of Building Laws and Codes within the corporate limits of the MUNICIPALITY consistent with Section 34-14A-12 of the Code of Alabama (1975); and

WHEREAS, the MUNICIPALITY has requested that the COMMISSION enforce the Building Code of Baldwin County, and any successor thereto, within the corporate limits of the MUNICIPALITY and hereby assents to said enforcement.

NOW, THEREFORE, the COMMISSION and the MUNICIPALITY do hereby agree, pursuant to all authority under Alabama and/or applicable law, as follows:

1. The COMMISSION shall enforce the Building Code of the County (the Code), and any successor thereto, within the corporate limits of the MUNICIPALITY.
2. All fees generated from said building code, and any successor thereto, shall be the property of and retained by the COMMISSION.
3. The COMMISSION shall enforce the Code in the same manner as it enforces the Code in the unincorporated areas of the County.
4. The MUNICIPALITY shall be responsible for the issuance and approval of Land Use Certificates on any construction within the corporate limits of the MUNICIPALITY.

5. This Agreement shall be for a term of thirty-six (36) months from the date of full execution of this Agreement, and either party shall be entitled to terminate this Agreement by passing a resolution expressing said party's desire to terminate and providing written notice of the same to the other party.
6. The MUNICIPALITY shall fully indemnify and hold the COMMISSION, its Commissioners, departments, employees, supervisors, agents, representatives and attorneys (hereinafter referred to collectively in this paragraph as the "Commission") completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COMMISSION pursuant to this Agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the County enforcing, defending or complying with this Agreement, or otherwise addressing any actions or claims related in any way to this Agreement. This provision shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the COMMISSION and MUNICIPALITY have fully executed this Agreement on the day and year last written below by their duly authorized representatives.

BALDWIN COUNTY COMMISSION

BILLIE JO UNDERWOOD Date
Chairperson

ATTEST:

WAYNE DYESS Date
County Administrator

TOWN OF PERDIDO BEACH, ALABAMA


KAE HAMILTON Date 11/8/2020
Mayor

ATTEST:


LYNN THOMPSON, Town Clerk

This Instrument prepared by:

KIMBERLEY J. NELSON
Office Administrator/Building Inspection
Baldwin County Commission
201 East Section Avenue
Foley, Alabama 36535



Baldwin County Commission

Agenda Action Form

File #: 20-0704, **Version:** 1

Item #: H6

Meeting Type: BCC Work Session

Meeting Date: 2/11/2020

Item Status: New

From: Eddie Harper, Building Official, CFM

Submitted by: Kim Nelson, Office Administrator, CFM

ITEM TITLE

Agreement with the Town of Perdido Beach - Enforcement of Flood Damage Prevention Ordinance

STAFF RECOMMENDATION

Take the following actions:

- 1) With respect to Section 34-14A-12 of the Code of Alabama 1975, authorize the Baldwin County Building Inspection Department to enforce the Town of Perdido Beach's Flood Damage Prevention Ordinance No. 2019-01, and to any amendments thereto, with the understanding that all fees collected under this authorization and by the Baldwin County Building Inspection Department shall be retained by the Baldwin County Commission; and
- 2) Authorize the execution of the Agreement between the Baldwin County Commission and the Town of Perdido Beach, Alabama to accomplish the aforementioned. *(The term of this Agreement shall be for thirty-six (36) months beginning on the date of full execution, and either party shall be entitled to terminate the Agreement by passing a resolution expressing their desire to terminate and providing written notice of the same to the other party).*

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: N/A

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Yes

Reviewed/approved by: Reviewed by Brad Hicks, County Attorney, February 5, 2020

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: Chairman to execute two (2) copies of the original Agreement; Bay Minette administration staff to mail one (1) copy of executed Agreement to Town of Perdido Beach; email a copy of executed Agreement to Eddie Harper, Building Official and Kim Nelson, Office Administrator, Building Inspection Department.

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

Honorable Kae Hamilton

Mayor

Town of Perdido Beach

P. O. Box 488

Perdido Beach, Alabama 36530

Cc: Email copies to:

Eddie Harper, Building Official, Building Inspection

Kim Nelson, Office Administrator, Building Inspection

Wayne Dyess, County Administrator

Additional instructions/notes: N/A

**ORDINANCE NO. 2019-01 FLOOD DAMAGE PREVENTION
ORDINANCE**

TOWN OF PERDIDO BEACH, ALABAMA

REPLACES ORDINANCE NO. 2009-04 AND 2010-01

Adopted by the Perdido Beach Council

September 24, 2009

Amended by the Perdido Beach Council:

February 25, 2010

Amended by Perdido Beach Council

April 18, 2019

PERDIDO BEACH TOWN COUNCIL

Hon. Kae Hamilton, Mayor
Hon. Gary Kiefer-Place 1
Hon. Steve Love-Place 2
Hon. Tom Bloxham-Place 3
Hon. Andrew Stewart-Place 4
Hon. Oliver Guilford Place-5

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 Town Council, of the Town of Perdido Beach Alabama, does ordain as follows:

SECTION B **FINDINGS OF FACT**

- (1) The flood hazard areas of the Town of Perdido Beach , 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 Town of Perdido Beach, 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)**,

April 19, 2019 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 the Town of Perdido Beach, 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 Town of Perdido Beach shall first notify the applicant or other responsible person in writing of its intended action. The Town of Perdido Beach 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 Town of Perdido Beach 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 Town of Perdido Beach 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-/Mayor.
- (4) All appeals shall be heard and decided by the community's designated Appeal Board, which shall be the Town of Perdido Beach 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 (within 14 days) 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 Mayor /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 /Mayor 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 the Town of Perdido Beach:

(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/Mayor 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/Mayor 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/Mayor 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, issued by Baldwin County.

- (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).

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.
- (3) 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).
- (4) 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 Town of Perdido Beach, FLOOD INSURANCE RATE MAP (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.
- (5) 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 Base Flood Elevation (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 Perdido Beach Zoning Board of Adjustments as established by the Town Council of Perdido Beach 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 Zoning Board of Adjustments may appeal such decision to the County Circuit Court. As provided in Alabama Law.

SECTION C. VARIANCE PROCEDURES

In reviewing requests for variance, the (ZBA) 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 Zoning 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 Town Clerk and shall be recorded in the 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.
- (4)

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.

A ZONE means the Area of Special Flood Hazard without base flood elevations determined.

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.

AE Zone means the area of Special Flood Hazard with base flood elevations determined.

AH Zone means an area of one per cent chance of shallow flooding where depths are between one and three feet (usually shallow ponding) with flood elevation shown.

AO Zone means an area of one percent of shallow flooding where depths are between one and three feet (usually sheet flow on sloping terrain), with depth number shown

Appeal means a request for a review of the Building Official/Floodplain Administrator or (ZBA) interpretation of any provision of this ordinance.

AR/AE, AR/AH, AR/AO, and AR/A Zones means a flood zone that results from the decertification of a previously accredited flood protection system or levee that is in the process of being restored to provide a one percent chance or greater level of flood protection. After restoration is complete, these areas will still experience residual flooding from other flooding sources.

A99 Zone means that part of the special flood hazard area inundated by the one percent annual chance flood to be protected from the one percent chance flood by a Federal flood protection system or levee under construction, no base flood elevations are determined.

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.

Community means a political entity and/or its authorized agents or representatives that have the authority to adopt and enforce flood plain ordinances for the area under its jurisdiction.

Community Rating System (CRS) means a program developed by the Federal Insurance Administration to provide incentives for those communities in the Regular Program that have gone beyond the minimum floodplain management requirements to develop extra measure to provide protection from flooding.

Critical facility (aka, critical action) means facilities for which the effects of even a slight chance of flooding would be too great. The minimum floodplain of concern for critical facilities is the 0.2 percent chance flood level. Critical facilities include, but are not limited to facilities critical to the health and safety of the public such as: emergency operations centers, designated public shelters, schools, nursing homes, hospitals, police, fire and emergency response installations, vital data storage centers, power generation and water and other utilities (including related infrastructure such as principal points of utility systems) and installations which produce, use or store hazardous materials or hazardous waste (as defined under the Clean Water Act and other Federal statutes and regulations).

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.

D Zone means an area in which the flood hazard is undetermined.

Dam means any artificial barrier, including appurtenant works, constructed to impound or divert water, waste water, liquid borne materials, or solids that may flow if saturated. All structures necessary to maintain the water level in an impoundment or to divert a stream from its course will be considered a dam.

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.

Dry Floodproofing means any combination of structural and nonstructural additions, changes, or adjustments to structures, which reduce or eliminate flood damages to real estate or improved real

estate property, water, and sanitary facilities, structures, and their contents. Structures shall be floodproofed with a minimum of 12 inches above the base flood elevation (more is recommended). Dry floodproofing of a pre-FIRM residential structure that has not been substantially damaged or improved is allowed. Dry floodproofing of a post-FIRM residential building is not allowed. Non-residential structures may be dry floodproofed in all flood zones with the exception of the Coastal High Hazard Area or the Coastal AE Zone.

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 February 25, 2010 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 February 25, 2010.

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 Hazard Boundary Map (FHBM) means an official map of a community, issued by the Federal Insurance Administration, where the boundaries of areas of special flood hazard have been designated as Zone A.

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 means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

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.

Floodway fringe means that area of the special flood hazard area on either side of the regulatory floodway.

Flood Protection Elevation means the base flood elevation plus the community freeboard. In areas where no base flood elevations exist from any authoritative source, the flood protection elevation can be historical flood elevations or base flood elevations determined and/or approved by the floodplain administrator plus freeboard.

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.

Letter of Map Change (LOMC) is an official FEMA determination, by letter, to amend or revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, and Flood Insurance Studies. LOMC's are broken down into the following categories:

Letter of Map Amendment (LOMA)

An amendment based on technical data showing that a property was incorrectly included in a designated SFHA, was not elevated by fill (only by a natural grade elevation), and will not be inundated by the one percent chance flood. A LOMA amends the current effective FIRM and establishes that a specific property is not located in a SFHA.

Letter of Map Revision (LOMR)

A revision based on technical data that, usually due to manmade changes, shows changes to flood zones, flood elevations, floodplain and floodway delineations, and planimetric features. One common type of LOMR, a LOMR-F, is a determination concerning whether a structure or parcel has been elevated by fill above the BFE and is, therefore, excluded from the SFHA.

Conditional Letter of Map Revision (CLOMR)

A formal review and comment by FEMA as to whether a proposed project complies with the minimum NFIP floodplain management criteria. A CLOMR does not revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, or Flood Insurance Studies.

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 adjacent grade means the point of the ground level immediately next to a building. This may be the sidewalk, patio, deck support, or basement entryway immediately next to the structure after the completion of construction. It does not include earth that is placed for aesthetic or landscape reasons around a foundation wall. It does include natural ground or properly compacted fill that comprises a component of a building's foundation system.

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 February 25, 2010 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 February 25, 2010. **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.

One Percent Flood (aka 100-Year Flood) is the flood that has a one percent chance of being equaled or exceeded in any given year. Any flood zone that begins with the letter A or V is subject to inundation by the one percent chance flood. Over the life of a 30-year loan, there is a 26-percent chance of experiencing such a flood within the SFHA.

Participating Community is any community that voluntarily elects to participate in the NFIP by adopting and enforcing floodplain management regulations that are consistent with the standards of the NFIP.

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

Probation means an action taken by FEMA to formally notify participating communities of the first of the two NFIP sanctions due to their failure to correct violations and deficiencies in the administration and enforcement of the local floodplain management regulations.

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.

Regular Program means the second phase of the community's participation in the NFIP in which second layer coverage is available based upon risk premium rates only after FEMA has completed a flood risk study for the community.

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.

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.

Wet floodproofing means a method of construction which allows water to enter a structure in such a way that will minimize damage to the structure and its contents. Wet floodproofing is appropriate

for functionally dependent use and uses that facilitate open space use by variance only, structures utilized for parking or limited storage, or when all other techniques are not technically feasible. Wet floodproofing shall not be utilized as a method to satisfy the requirements of this ordinance for bringing substantially damaged or improved structures into compliance. Wet floodproofing is not allowed in lieu of complying with the lowest floor elevation requirements for new residential buildings.

X Zones (shaded) are areas of 0.2 percent chance flood that are outside of the SFHA subject to the one percent chance flood with average depths of less than one foot, or with contributing drainage area less than one square mile, and areas protected by certified levees from the base flood.

X Zones (unshaded) are areas determined to be outside the 0.2 percent chance floodplain.

Zone means a geographical area shown on a Flood Hazard Boundary Map or a Flood Insurance Rate Map that reflects the severity or type of flooding in the area.

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 in Special Session April 18, 2019

BY: Karl Hamilton, Mayor
R. J. Gay Jr. Councilman Place 1
[Signature] Councilman Place 2
[Signature] Councilman Place 3
[Signature] Councilman Place 4
[Signature] Councilman Place 5
(Signatures of Governing Body)

Lynn Thompson
Attested by Lynn Thompson, Town Clerk

April 18, 2019
Date

AGREEMENT
BETWEEN
THE BALDWIN COUNTY COMMISSION
AND THE
TOWN OF PERDIDO BEACH, ALABAMA
[Enforcement of the Flood Damage Prevention Ordinance]

WHEREAS, the BALDWIN COUNTY COMMISSION, hereinafter referred to as “the COMMISSION”, and the TOWN OF PERDIDO BEACH, ALABAMA, hereinafter referred to as “the MUNICIPALITY,” desire to enter into an agreement concerning the enforcement of the MUNICIPALITY’s Flood Damage Prevention Ordinance, Ordinance No. 2019-01, within the corporate limits of the MUNICIPALITY consistent with Section 34-14A-12 of the Code of Alabama (1975); and

WHEREAS, the MUNICIPALITY has requested that the COMMISSION enforce the MUNICIPALITY’s Flood Damage Prevention Ordinance, Ordinance No. 2019-01, and any amendments thereto, within the corporate limits of the MUNICIPALITY and hereby assents to said enforcement.

NOW, THEREFORE, the COMMISSION and the MUNICIPALITY do hereby agree, pursuant to all authority under Alabama and/or applicable law, as follows:

1. The COMMISSION shall enforce the MUNICIPALITY’s Flood Damage Prevention Ordinance, Ordinance No. 2019-01, and any amendments thereto, within the corporate limits of the MUNICIPALITY.
2. All fees generated from said administration and enforcement of the MUNICIPALITY’s Flood Damage Prevention Ordinance, Ordinance No. 2019-01, and any amendments thereto, shall be the property of and retained by the COMMISSION.
3. The MUNICIPALITY shall be responsible for the issuance and approval of Land Use Certificates on any construction within the corporate limits of the MUNICIPALITY.

4. This Agreement shall be for a term of thirty-six (36) months from the date of full execution of this Agreement, and either party shall be entitled to terminate this Agreement by passing a resolution expressing said party's desire to terminate and providing written notice of the same to the other party.
5. The MUNICIPALITY shall fully indemnify and hold the COMMISSION, its Commissioners, departments, employees, supervisors, agents, representatives and attorneys (hereinafter referred to collectively in this paragraph as the "Commission") completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by the COMMISSION pursuant to this Agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the County enforcing, defending or complying with this Agreement, or otherwise addressing any actions or claims related in any way to this Agreement. This provision shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the COMMISSION and MUNICIPALITY have fully executed this Agreement on the day and year last written below by their duly authorized representatives.

BALDWIN COUNTY COMMISSION

BILLIE JO UNDERWOOD
Chairman

Date

ATTEST:

WAYNE DYESS
County Administrator

TOWN OF PERDIDO BEACH, ALABAMA

Kae Hamilton 1/8/2020
KAE HAMILTON Date
Mayor

ATTEST:

Lynn Thompson
LYNN THOMPSON, Town Clerk

This Instrument prepared by:

KIMBERLEY J. NELSON
Office Administrator/Building Inspection
Baldwin County Commission
201 East Section Avenue
Foley, Alabama 36535



Baldwin County Commission

Agenda Action Form

File #: 20-0717, **Version:** 1

Item #: H7

Meeting Type: BCC Work Session

Meeting Date: 2/11/2020

Item Status: New

From: Eddie Harper, Building Official, CFM

Submitted by: Kim Nelson, Office Administrator, CFM

ITEM TITLE

Building Inspection Department Update

STAFF RECOMMENDATION

FOR DISCUSSION ONLY - Building Inspection Department Update

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: N/A

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: N/A

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

Additional instructions/notes: N/A

The background of the image consists of architectural blueprints spread out on a surface. Several sheets of paper are rolled up, creating a sense of depth and activity. The blueprints feature various line drawings of building layouts, including rooms, corridors, and structural elements. Numerous numerical values are scattered across the plans, such as 21.85, 3.89, 14.26, 18.30, 5.61, 14.60, 3.08, 2.18, 1.29, 3.71, 1.1, 1.2, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 2.0, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 3.0, 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 4.0, 4.1, 4.2, 4.3, 4.4, 4.5, 4.6, 4.7, 4.8, 4.9, 5.0, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 5.7, 5.8, 5.9, 6.0, 6.1, 6.2, 6.3, 6.4, 6.5, 6.6, 6.7, 6.8, 6.9, 7.0, 7.1, 7.2, 7.3, 7.4, 7.5, 7.6, 7.7, 7.8, 7.9, 8.0, 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, 8.8, 8.9, 9.0, 9.1, 9.2, 9.3, 9.4, 9.5, 9.6, 9.7, 9.8, 9.9, 10.0. The text 'Building Department Update' is centered over the blueprints in a large, bold, black serif font.

Building Department Update



Current Information

- Previous Budget
 - 744,544.00 Budgeted
 - 798,920.00 Expenditures
 - 840,186.00 Permit Fees
 - +41,266.43
- On-Pace to Be About The Same
 - Averaging 14,552 Inspections A year
 - 5 Inspectors
 - To Cover 1411 square miles (282 Square Miles Per Inspector)
 - Averaging 280 Inspections Per Week
 - Or About 56 Inspections Per Week Per Inspector



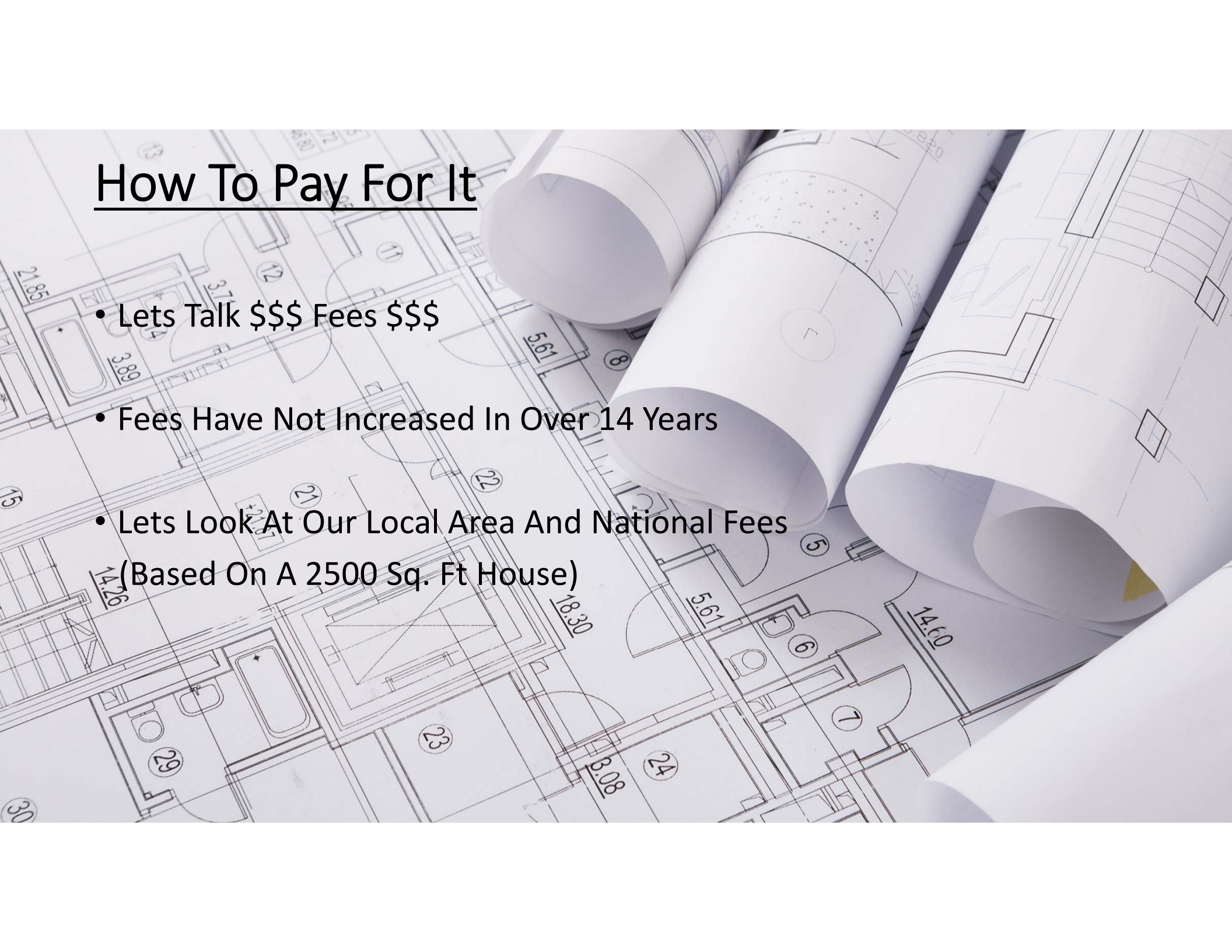
Building Department Changes

- Changes In Personnel
 - 3 Retirements (Building Official, Deputy Building Official and Senior Inspector)
- Adopted The 2018 International Building Codes
- All of Baldwin County Is now In 130mph Wind Zone Or Above
 - Highest Is 160mph (Fort Morgan)
- Engineered Plans Now Required on All Structures
 - In Phases
- Implemented 24 Hr. Notice For Inspections
- Adding Inspections Types
- Power Company Partnership
- Building Back-Up Inspection Program (Works Offline)
- Accepting Credit Card Payments In Office, Over The Phone and On-Line
- Uniforms (Safety And Professionalism)
- CRS Update



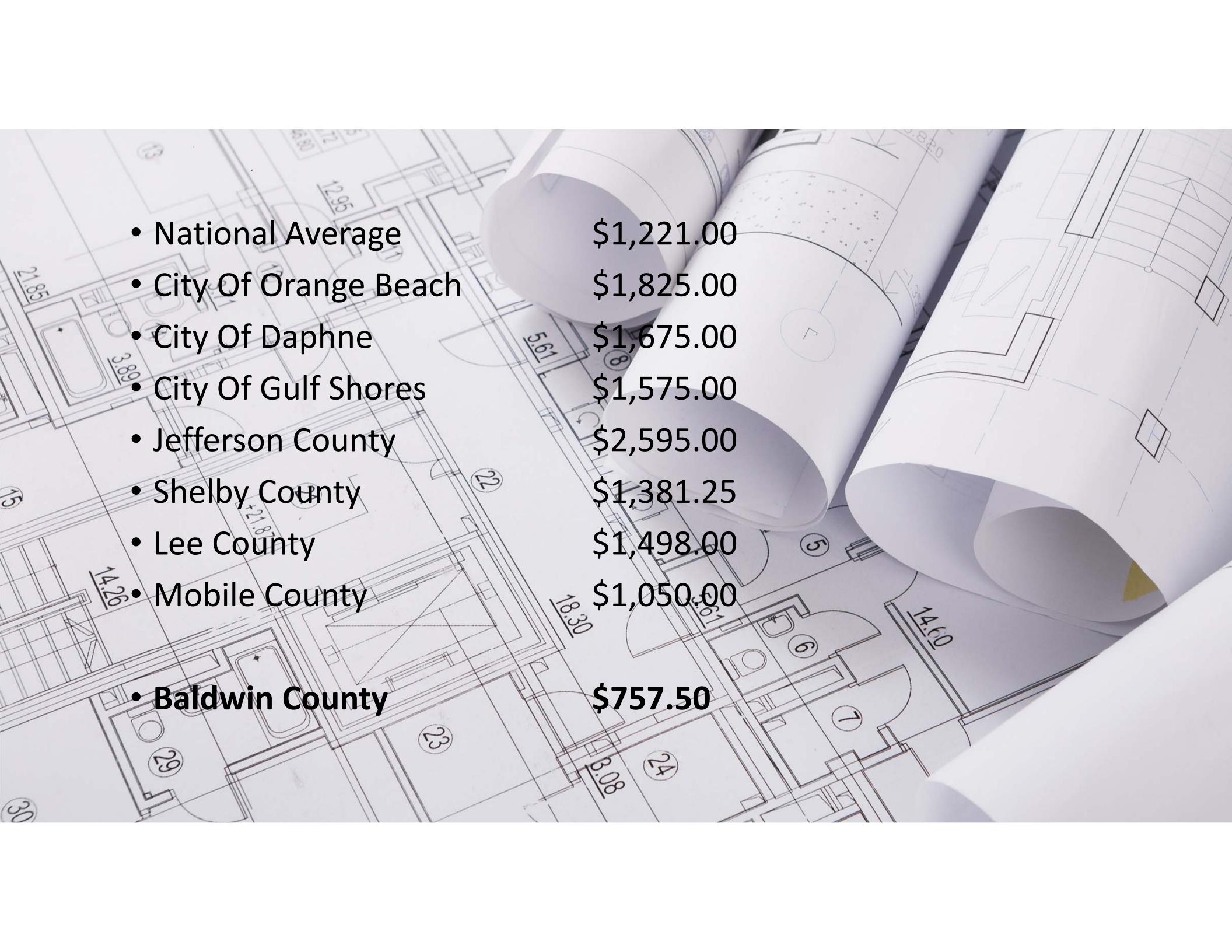
Building Department Request

- New On-Line Permitting Software
 - Orange Beach, Gulf Shores, Foley And Mobile
 - Back-Up Protection (Cloud Storage)
 - Consistency
 - Customer Service
- Add A Chief Building Inspector (CRS)
- Add A Permit Administrator/Permit Tech
 - Have To Close Offices When Someone Is Out
- Will Require Additional Office, Training Room And Funds
- Purchase Tablets (Field Work)

The background of the slide features a detailed architectural drawing of a house floor plan, showing various rooms, walls, and dimensions. Overlaid on this are three large, white, cylindrical objects that resemble rolled-up blueprints or documents, positioned diagonally across the upper right portion of the image. The overall color scheme is light and professional, with the blueprints providing a technical and design-oriented context for the text.

How To Pay For It

- Lets Talk \$\$\$ Fees \$\$\$
- Fees Have Not Increased In Over 14 Years
- Lets Look At Our Local Area And National Fees
(Based On A 2500 Sq. Ft House)



• National Average	\$1,221.00
• City Of Orange Beach	\$1,825.00
• City Of Daphne	\$1,675.00
• City Of Gulf Shores	\$1,575.00
• Jefferson County	\$2,595.00
• Shelby County	\$1,381.25
• Lee County	\$1,498.00
• Mobile County	\$1,050.00
• Baldwin County	\$757.50

Fee Options to Consider

- Using A 2- Year Average Of 650 Residential Permits Per Year
- Increasing Fees To Lowest In The Area (Mobile County)
 - Would Generate An Additional \$190,125.00
- Increase Fees To The National Average (Recommended)
 - Would Generate An Additional \$301,275.00
 - Also Covers Growth
- Additionally - When The New On-line Permitting Software Comes On-Line There Will Be A Processing Fee Of \$15.00 For Each Permit
 - Average Permits Over The Last Two (2) Years Is 5544 Per Year
 - Generating An Additional \$83,160.00 (5544 X \$15.00)
- The Additional Cost For Personnel, Software And Equipment Is Estimated At About \$195,000.00 For The First Year And About \$150,000.00 Going Forward

Goals

- Implement New Permitting Software By Jan. 1, 2021
- Increase Fees By June 1, 2020
 - Requires Advertising (30 Days)
 - Requires Public Hearing
- Add Consistency For All Of Baldwin County
 - Fees, Inspection Types
 - The Overall Permitting Process
- Provide Competing Salaries
 - We Have To Compete With The Local Area To Retain Quality Staff
- Improve Customer Service
 - Apply From Anywhere
 - Credit Card Payments
- Re-Gain 20% Discount For Flood Insurance (Shoot For Higher)

The background of the slide features a detailed architectural drawing of a building floor plan. The plan includes various rooms, corridors, and structural elements, with numerous numerical annotations such as 21.85, 3.71, 12.65, 14.26, 18.30, 5.61, 14.60, 3.08, and 29. Some numbers are enclosed in circles. Overlaid on the blueprints are several sheets of paper rolled up like scrolls, and a pencil is visible, suggesting a design or construction theme.

Summary

I want the Building Department to be a leader in the Community. I want to have the most qualified staff that offers the residents of Baldwin County the highest level of customer service, quality inspection and professionalism possible. I want the citizens to know that because of our hard work and the leadership of The Baldwin County Commission the Baldwin County Building Department is second to none.

And I will be asking for your approval to move forward with these ideas.



Baldwin County Commission

Agenda Action Form

File #: 20-0715, **Version:** 1

Item #: J1

Meeting Type: BCC Work Session

Meeting Date: 2/11/2020

Item Status: New

From: Brian Peacock, CIS Director; Wayne Dyess, County Administrator

Submitted by: Brian Peacock, CIS Director

ITEM TITLE

GPS Insight Solution Monitoring Agreement

STAFF RECOMMENDATION

Approve and Authorize the Chairman to sign all documents related to the GPS Insight Solution Monitoring Agreement. The terms of the agreement are for 3 years commencing upon execution and delivery of said Agreement.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: GPS Insight is a tracking system being considered for (5) Animal Control vehicles to help make dispatching efforts more efficient, as sending the wrong driver cross-county results in excess mileage on fleet vehicles as well as slower response times. Knowing which vehicles were closest to a new call would be helpful to those dispatching vehicles. Additionally, as calls come in from citizens about County vehicle activity, the GPS system would confirm or refute the information provided. GPS Insight provides simple to use GPS technology which will provide complete visibility into Baldwin County Commission's fleet operations.

- Priority one is current and historical vehicles/asset locations, which will allow for:
 - Proper and efficient dispatch of County assets
 - Historical data to confirm or refute incoming calls from citizens reporting unsafe, dangerous, or unauthorized use of County vehicles & assets.
 - Safety of staff by providing remote panic feature with customized contact
 - Live Monitoring of Animal Control Officer's location will provide additional security for location outside of cellular coverage areas.
- Secondary, this project could expand to bring in other departments that do not current have solution in place:
 - Streamlined maintenance via the "Maintenance Module" - help drivers & in-house

- mechanics to better maintain vehicles
- DTCs (diagnostic trouble codes) provided insight into vehicle health and allow you to head off mechanical issues before they become more expensive repairs
- Real-time odometers & run-time hours- gather this information remotely while fleet assets are still in the field.

The GPS solution presented by GPS Insight provides a monthly subscription base service which included the hardware installation needed for each asset. This Enterprise solution will be billed annually at a rate of \$24.95 a month per unit, utilizing the Sourcewell Contract. Terms of this agreement are 3 years commencing upon execution and delivery of this Agreement. Additional devices ordered on subsequent Estimates within the Subscription Term will be coterminous with the Subscription Term set forth herein. Billing State Date for all Devices begin 30 days after Shipping.

FINANCIAL IMPACT

Total cost of recommendation: \$24.95 a month per unit equaling \$1,497.00 annually for 3 years

Budget line item(s) to be used: 55410.5235.001

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

Yes, future funding will be included in CIS departmental budget allocation of licensing for other departments

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

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

Administration to send signed Agreement to:

GPS Insight

Attn: Sales Operations/Carrie Race

7201 E, Henkel Way | 4th Floor

Scottsdale, Arizona 85255

Additional instructions/notes: N/A



GPS Insight, LLC
7201 E Henkel Way #400
Scottsdale AZ 85255

Estimate #39102

10/21/2019

Bill To

Kim Peacock
Baldwin County, AL
15050 County Rd 49
Summerdale AL 36580

Ship To

Kim Peacock
Baldwin County, AL
15050 County Rd 49
Summerdale AL 36580

Sales Rep

Josh Schwartz

Sales Rep Phone

630-544-2796

Sales Rep Email

josh.schwartz@gpsinsight.com

Payment Method Due at Signing

Net 15

Recurring Payment Method

No Automatic Payment

Shipping Method

UPS 2nd Day Air®

Active Term and Billing Start Date

3 Years after the first day of the month after the Billing Start Date. Additional devices ordered on subsequent Estimates within the Subscription Term will be coterminous with the Subscription Term set forth herein. Billing Start Date for all Devices begins 30 days after Shipping.

Recurring Charges

Item	Quantity	Billing Frequency	Rate	Amount	Sales Tax	Line Total
Device Monitoring: Vehicle: Enterprise Monthly Per Vehicle Monitoring	5	Annually	\$24.95	\$124.75	\$0.00	\$124.75
Subtotal				\$124.75	\$0.00	\$124.75

Hardware and Other Charges

Item	Quantity	Rate	Amount	Sales Tax	Line Total
Solution Hardware: GPSI-3901ILB Device GPSI-3901ILB Internal Device Tracking Device	2	\$0.00	\$0.00	\$0.00	\$0.00
Solution Hardware: Driver ID Kit w/Buzzer Driver ID Hardware: Key Fob, Buzzer, Reader and Installation Kit	2	\$0.00	\$0.00	\$0.00	\$0.00
Solution Hardware: vPod2 + Pass-Thru Cable vPod2 Dongle + OBD II Pass-Thru Cable	2	\$0.00	\$0.00	\$0.00	\$0.00
Activation: Vehicle Tracking: Enterprise: Waived \$150.00 GPS Insight Activation Fee Waived	5	\$0.00	\$0.00	\$0.00	\$0.00
Hardware Fee: Remote Panic Remote Panic Standard Add-On	5	\$0.00	\$0.00	\$0.00	\$0.00
Hardware Fee: Driver ID Kit w/Buzzer Driver ID Kit w/Buzzer Standard Add-On	5	\$0.00	\$0.00	\$0.00	\$0.00
Solution Hardware: GPSI-3901IAB Device GPSI-3901IAB Internal Device Tracking Device	5	\$0.00	\$0.00	\$0.00	\$0.00
Solution Hardware: GPSI-3900 Internal Accessories GPSI-3900 Internal Accessories	5	\$0.00	\$0.00	\$0.00	\$0.00
Solution Hardware: vPod2 + Pass-Thru Cable vPod2 Dongle + OBD II Pass-Thru Cable	5	\$0.00	\$0.00	\$0.00	\$0.00



GPS Insight, LLC
7201 E Henkel Way #400
Scottsdale AZ 85255

Estimate #39102

10/21/2019

Hardware and Other Charges

Item	Quantity	Rate	Amount	Sales Tax	Line Total
Solution Hardware: Driver ID Kit w/Buzzer Driver ID Hardware: Key Fob, Buzzer, Reader and Installation Kit	5	\$0.00	\$0.00	\$0.00	\$0.00
Solution Hardware: Remote Panic Remote Panic Add-on	5	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal			\$0.00	\$0.00	\$0.00

Billed Upon Signing

	Amount	Sales Tax	Line Total
Hardware and Other Charges	\$0.00	\$0.00	\$0.00
Total Due	\$0.00	\$0.00	\$0.00

Install Estimate

Estimated fees for professional installation to be invoiced as work is completed. Additional fees, including any service, trip, or other fee as described in the Requirements section of [Professional Installation Terms and Conditions](#), may be charged as required. GPS Insight reserves the right to charge for fees designated as "Waived" if Requirements are not followed. See [Standard Installation Fees](#) for rates.

Item	Quantity		Rate	Amount	Sales Tax	Line Total
Install Estimate: Vehicle Installation Included Standard Professional Installation	5	Waived	\$96.00	\$0.00	\$0.00	\$0.00

GPS Insight Solution Monitoring Agreement

This Monitoring Agreement (this "Agreement") sets forth the terms and conditions to which the undersigned (the "Customer") agrees with respect to the acquisition and use of GPS-proprietary vehicle-mounted hardware devices (the "Devices") and use of GPS Insight's developed, hosted and managed vehicle and asset tracking hosted solution (the "Tracking Solution"), all as set forth on the applicable Estimate to which this Agreement relates (the "Estimate").

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intend to be legally bound and do hereby agree as follows:

Term and Termination

Term. Unless otherwise set forth on the applicable Estimate, the subscription term ("Subscription Term") for using the Tracking Solution is calculated per Device, with the initial Subscription Term commencing upon execution and delivery of this Agreement (the "Effective Date") and ending upon expiration of the Active Term set forth on the Estimate. Unless otherwise set forth on the Estimate, once a device is Activated, the Tracking Solution will continue through the balance of the Subscription Term. Notwithstanding the foregoing, the then-current Subscription Term may be renewed if the parties execute a renewal agreement associated with such Devices (a "Renewal Agreement"). For the purposes of this Agreement, a Device is "Active" when it is communicating and sending data to the Tracking Solution; and a Device is "Shipped" when GPS Insight ships the Device to Customer (as evidenced by GPS Insight's shipping records).

Renewals. Upon expiration of the then-current Subscription Term for a Device, unless the parties execute a Renewal Agreement renewing the initial Subscription Term, the Subscription Term covering use of the Tracking Solution for Active Devices will continue on a month-to-month basis, with either party having the right to terminate on thirty (30) days prior written notice.

Termination for Cause. Either party may terminate the Subscription Term in the event the other party materially breaches and fails to cure within thirty (30) days after written notice detailing such breach.

Subscription Term Buyout. Customer may terminate the Subscription Term early without cause upon thirty (30) days prior written notice; provided that Customer pays all fees, including Tracking Solution Fees, that would have been owed through the remainder of the Subscription Term, which fees shall become due and payable in full on the effective date of termination.

Effect of Termination. Upon any termination of the Subscription Term, (i) Customer's right to access and use the terminated Tracking Solution shall terminate; and (ii) GPS Insight has no obligation to retain any data collected through Customer's use of the Tracking Solution.

Devices

Shipment. GPS Insight will ship the Devices using the shipping method set forth on the Estimate. Customer shall be solely responsible for all costs associated with transporting the Devices to and from Customer's premises, including payment of all charges, taxes and other amounts related thereto and being responsible for any loss or damage to the Devices that may occur during transport. Customer shall promptly fulfill any customs obligations arising hereunder at its sole cost and expense, including any payments required to release Devices from customs.

Delivery. The Devices shall be deemed accepted by Customer, unless Customer notifies GPS Insight in writing of any order discrepancies or damaged Devices no later than two (2) days after receipt. GPS Insight shall investigate any order discrepancies or damaged Devices and take all appropriate remedial action.

Upgrade Devices. Customer acknowledges that Devices acquired as part of the upgrade program set forth on the Estimate may be a used and/or refurbished product. Refurbished Devices are previously used, reconditioned and tested Devices, which must pass GPS Insight's quality control standards.

Tracking Solution

Use Rights. Subject to the terms of this Agreement, GPS Insight grants Customer during the Subscription Term the non-transferable, non-exclusive, non-sublicensable right to use the Tracking Solution for information collected from the Device, solely for Customer's own internal business operations.

Support; Training. During the Subscription Term, Customer will be entitled to access training, online user guides, knowledge bases and self-help tools, and any additional standard technical support resources (collectively, "Support and Training") offered by GPS Insight from time to time.

User Accounts. Customer will be provided one Customer account, which will allow Customer's authorized users to see data collected from all Customer's Activated Devices. Customer will be provided unique user accounts to access the Customer account. Customer may designate and add user accounts pursuant to the applicable product tier purchased by Customer. Customer will be responsible for the confidentiality and use of its passwords and user accounts. GPS Insight will act as though any electronic communications it receives under Customer's passwords, user accounts, and/or account numbers have been sent by Customer. Customer agrees to immediately notify GPS Insight if Customer becomes aware of any loss or theft or unauthorized use of any of Customer's passwords, user accounts, and/or account numbers. Customer agrees not to access the Tracking Solution by any means other than through the interfaces that are provided by GPS Insight.

Transmission of Data. Customer understands that the technical processing and transmission of Customer's data (including data collected from the Devices) is necessary to Customer's use of the Tracking Solution, and hereby consents to GPS Insight's interception and storage of such data. Customer understands that Customer or GPS Insight may be transmitting data over the Internet, and over various networks, only part of which may be owned and/or operated by GPS Insight. Customer agrees that GPS Insight is not responsible for any portions of data that are lost, altered, intercepted or stored without authorization during the transmission of data across networks not owned and/or operated by GPS Insight.

Restrictions. The rights granted in this Agreement are subject to the following additional restrictions: (i) use of the Tracking Solution shall be limited to the Customer's authorized users and other limitations set forth in the applicable product tier purchased by Customer; (ii) Customer shall not license, sell, rent, lease, transfer, assign, distribute, host, outsource, disclose or otherwise commercially exploit or make the Tracking Solution or Devices available to any third party; (iii) Customer shall not modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Tracking Solution or Devices, or access or use the Tracking Solution or Devices in order to build a similar or competitive product or service; (iv) Customer shall not bypass or breach any security device or protection used by the Tracking Solution or the Devices, nor shall Customer intentionally damage, destroy, disrupt or otherwise impede or harm in any manner the Tracking Solution, Devices or any systems used by GPS Insight; and (v) Customer acknowledge and agree that, as between Customer and GPS Insight, GPS Insight owns all right, title and interest in and to all intellectual property rights (including all derivatives or improvements thereof) in the Tracking Solution, Devices, and any suggestions, enhancement requests, feedback, recommendations or other information provided by Customer or any of Customer's authorized users relating to the Tracking Solution or Devices.

Payments

Charges. Customer will pay all applicable fees as set forth on the Estimate and acknowledges that all fees are non-refundable. Customer hereby authorizes GPS Insight to collect payment via the payment method and upon the terms set forth on the Estimate for all items listed on the Estimate (including the Activation fees, Tracking Solution fees, installation fees, and shipping fees) and any other amounts that come due under this Agreement on the first day of the applicable recurring payment period. Late payments shall be subject to a service charge of one and a half percent (1.5%) per month, or the maximum charge permitted by law, whichever is less.

Recurring Payments

(a) *Tracking Solution Fees.* The monthly per Device Tracking Solution fee begins upon the Billing Start Date set forth on the Estimate.

One-Time Payments

(b) *Device Activation Fee.* The Activation Fee for the Device will be paid either (i) in advance, upon shipment of the Device, or (ii) if Customer provides a valid purchase order, upon the terms set forth on the invoice.

(c) *Other Hardware Purchase Fees.* The purchase price other hardware listed on the Estimate will be paid either (i) in advance, upon shipment of such hardware, or (ii) if Customer provides a valid purchase order, upon the terms set forth on the invoice.

Payments

Taxes. Customer shall pay all personal property, sales, use, value-added, withholding and similar taxes (other than taxes on GPS Insight's net income) arising from the transactions described in this Agreement. To the extent Customer is exempt from sales or other taxes, Customer agrees to provide GPS Insight, upon request, with the appropriate exemption certificate.

Suspension Right. GPS Insight reserves the right to disable access to the Tracking Solution when any payment is overdue or when GPS Insight believes that Customer is using the Devices, Tracking Solution and/or any other services provided hereunder not in accordance with GPS Insight's instructions, this Agreement and/or applicable laws and government regulations. If Customer is suspended for failure to pay, upon payment in full of all amounts due (including any interest owed), Customer may request the reactivation of its Customer and user accounts.

Device Warranties; Replacement Devices

Device Warranty. Unless otherwise set forth herein or on the Estimate, GPS Insight warrants that the Devices will perform substantially in accordance with their documentation until the later of (i) one (1) year from when the Device is Shipped or (ii) expiration of the initial Subscription Term.

Device Warranty Claims. Customer shall contact GPS Insight Customer Support at 866.477.4321 to assist in troubleshooting if Customer believes that a Device is not functioning properly. The GPS Insight Customer Care team will work with Customer in an effort to resolve the issue. If GPS Insight is unable to resolve the issue remotely, the Device, antenna or harness may need to be replaced. The procedure for issuance of the GPS Insight RA# and for shipment of replacement parts depends on the warranty coverage status of the particular Device. GPS Insight shall promptly, in its reasonable discretion, determine whether warranty coverage applies.

Voided Warranty. Device Warranty coverage is VOID if GPS Insight determines that Customer is in breach of this Agreement or if the Device failure is due to any of the following reasons: (i) physical damage caused by negligent/improper handling and treatment of the Device; (ii) damage caused by water or any other liquid; (iii) tampering with the Device or associated peripherals or the vehicle itself e.g. intentionally denying power to the device; (iv) improper installation; (v) cutting or otherwise impairing the Device connector harness; (vi) cutting or otherwise impairing the antenna and/or antenna cables; (vii) defects or damage caused by the use of non-GPS Insight branded or approved products, accessories or other peripheral equipment; (viii) GPS Insight serial number has been removed or defaced; or (ix) any other circumstance that GPS Insight deems to constitute intent on the part of the Customer, vehicle driver or any other party to purposefully impair the functionality of the Device.

Replacement Devices. GPS Insight will ship a replacement Device, and/or peripherals, within 48 business hours of issuing the RA#. Replacement Device may be a refurbished product. Refurbished Devices are previously used, reconditioned and tested Devices, which must pass GPS Insight's quality control standards. For approved RA's GPS Insight will pay for 2-day air shipping of replacement Device and/or peripherals. If Customer wishes to expedite shipping from 2-day air to overnight delivery, Customer will need to provide consent to be billed for the expedited shipping charges. Replacement Devices are covered under warranty for the greater of (i) the balance of the remaining warranty period of the original Device or (ii) ninety (90) days from date of activation of the replacement Device. The scope of warranty coverage on the replacement Device will match the scope of warranty coverage of the original Device.

Return Shipping. All materials replaced under an approved GPS Insight RA# become the property of GPS Insight. If requested by GPS Insight, (i) Customer is required to return the defective Device to GPS Insight using pre-paid return shipping labels that will be sent to Customer along with the replacement Device, and (iii) the defective Device must be returned to GPS Insight within 60 calendar days after GPS Insight's issuance of the RA, and if the defective Device is not returned within 60 calendar days, Customer will be billed a Device Non-Return Fee at the then current rate. The shipping box used to return the Device must clearly be labeled "GPS Insight RA#XXXXXX" and the serial number of the defective Device must match the Device stipulated at the time the RA# was issued. If Customer returns the wrong Device and the serial number does not match GPS Insight's records, GPS Insight will return the Device to Customer at Customer's expense and the RA will remain open pending return of the correct Device (which correct Device shall be shipped at Customer's expense).

Exclusive Remedy. The Device Warranty Claims and Replacement Devices sections above are Customer's sole and exclusive remedy for any breach of the Device Warranty set forth above.

Other Warranties

Disclaimer of Additional Warranties. EXCEPT FOR THE SPECIFIC WARRANTIES SET FORTH IN THIS AGREEMENT, THE DEVICES, TRACKING SOLUTION, INSTALLATION, SUPPORT AND TRAINING, AND ALL OTHER SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE WARRANTIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY GPS INSIGHT AND THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING BY USAGE OR TRADE, COURSE OF DEALINGS OR COURSE OF PERFORMANCE. NO WARRANTY IS GIVEN AS TO ACCURACY, ERROR-FREE OR UNINTERRUPTED SERVICE. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE

TRACKING SOLUTION, INSTALLATION AND SUPPORT AND TRAINING ARE NOT SUBJECT TO ANY WARRANTIES UNDER THIS AGREEMENT.

Limitation of Liability; Indemnification

Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES OF ANY TYPE OR KIND (INCLUDING LOST PROFITS, COST OF COVER, LOST SAVINGS, CURRENCY CONVERSION LOSSES, OR LOSS OF OTHER ECONOMIC ADVANTAGE) ARISING FROM BREACH OF CONTRACT, OR NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION (A) DEVICES, THE TRACKING SOLUTION, INSTALLATION SERVICES, SUPPORT AND TRAINING OR ANY OTHER SERVICES, (B) ANY INTERRUPTION OF USE OF THE DEVICES, THE TRACKING SOLUTION, INSTALLATION SERVICES, SUPPORT AND TRAINING OR ANY OTHER SERVICES, OR (C) FOR LOSS, INACCURACY OR CORRUPTION OF DATA. THIS LIMITATION SHALL APPLY EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT SHALL GPS INSIGHT'S AGGREGATE LIABILITY HEREUNDER EXCEED THE AMOUNT THAT GPS INSIGHT RECEIVED UNDER THE ESTIMATE GIVING RISE TO THE CLAIM IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENTS FIRST GIVING RISE TO A CLAIM.

Indemnification. Customer hereby indemnifies and holds GPS Insight, its directors, officers, employees and agents harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with or resulting from Customer's misuse of the Devices and/or Tracking Solution.

General

Notice. Notices regarding this Agreement to GPS Insight shall be in writing and sent by first class mail or overnight courier (if from within the USA), or international courier, addressed to GPS Insight at the address provided on the Estimate. GPS Insight may give notice applicable to GPS Insight's general customer base by means of a general notice on the Tracking Solution, and notices specific to Customer by electronic mail to Customer's e-mail address on record with GPS Insight, or by written communication sent by first class mail or overnight courier (if to an address within the USA), or international courier, to Customer's address on record in GPS Insight's account information. All notices shall be deemed to have been given three days after mailing or posting (if sent by first class mail), upon delivery in the case of courier, or 12 hours after sending by confirmed facsimile, e-mail or posting to the Tracking Solution.

Export. Customer agrees that U.S. export control laws and other applicable export and import laws govern Customer's use of the Tracking Solution and the Devices. Customer represents that Customer is not a citizen of an embargoed country or prohibited end user under applicable U.S. export and anti-terrorism laws, regulations and lists. Customer will not use, export or allow a third party to use or export the Tracking Solution or Devices in any manner that would violate applicable law, including but not limited to export control laws and regulations.

Force Majeure. Except for Customer's obligation to pay, neither party will be responsible for failure of performance due to causes beyond its control. Such causes include (without limitation) accidents, acts of God, labor disputes, actions of any government agency, shortage of materials, espionage, civil unrest, acts of terrorism, or the stability or availability of the Internet or a portion thereof.

Governing Law; Jurisdiction. This Agreement shall be governed by the laws of the State of Arizona and controlling U.S. federal law, disregarding any choice of law provisions providing otherwise. The Uniform Computer Information Transactions Act, the United Nations Convention on the International Sale of Goods, and choice of law rules of any jurisdiction will not apply to this Agreement. Any legal action or proceeding relating to this Agreement shall be instituted in a state or federal court in Maricopa County, Arizona, and each party hereby submits to the personal jurisdiction of such courts and waives any defense relating to venue or forum non convenience.

Entire Agreement; Amendments. This Agreement together with any applicable Estimate represents the parties' entire understanding relating to the subject matter hereof, and supersedes any prior or contemporaneous, conflicting or additional, communications. The terms and conditions of this Agreement may only be amended by written agreement of the parties. Nothing contained in any purchase order submitted by Customer other than order dates, identity, location, quantity and price shall in any way serve to modify or add to the terms of this Agreement or the Estimate.

Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.



GPS Insight, LLC
7201 E Henkel Way #400
Scottsdale AZ 85255

Estimate #39102

10/21/2019

Relationship of Parties. No joint venture, partnership, employment, or agency relationship exists between Customer and GPS Insight as a result of this Agreement.

Assignment. Customer may not assign this Agreement without the prior written approval of GPS Insight. Any purported assignment in violation of this Section shall be void. GPS Insight reserves the right to provide some or all of the goods and services offered hereunder (including but not limited to Support and Training) from locations, and/or through use of third party providers, located worldwide.

Waiver. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing.

Professional Installation Terms and Conditions

These Installation Terms and Conditions ("Terms and Conditions") are hereby incorporated into that certain Monitoring Agreement, by and between GPS Insight and the Customer (the "Monitoring Agreement"), as if fully set forth therein and applies to the installation of Devices as set forth on the applicable Estimate to which the Monitoring Agreement relates. Capitalized terms used, but not otherwise defined in these Terms and Conditions, shall have the meanings set forth in the Monitoring Agreement.

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intend to be legally bound and do hereby agree as follows:

Payments

Charges. Customer will pay all applicable fees for the installation of the Devices as set forth on the Estimate, in the Monitoring Agreement or in these Terms and Conditions. If Customer is located outside of the standard coverage area or more than one (1) scheduled installation is required, or additional parts and/or labor are required, Customer will pay any additional charges that may accrue upon completion of the installation. All such payments are non-refundable.

Requirements

Vehicle Data. Prior to GPS Insight submitting its request to a certified third party installer (the "Installer"), Customer shall provide GPS Insight with vehicle data for each vehicle included in the installation (each, a "Vehicle"), including vehicle make, model, year and VIN, as well as any Device accessories or specific installation requirements per Vehicle which differ from the Installation Guide. If Customer changes any requirements, Customer shall be charged, and Customer shall pay, for any such additional work performed.

Work Environment. Customer shall provide a safe and non-hostile work environment. Site requirements must be provided to GPS Insight when scheduling the installation. Customer shall provide a restroom for the Installer and a working electrical outlet whenever possible. Customer shall (i) make each Vehicle available consecutively over consecutive days to permit Installer to complete the installations with limited to no downtime between installations, (ii) make a driver available during the installation, as the Installer is not permitted to drive Vehicles, and (iii) have Vehicles keys present during the entire installation.

Scheduling. All scheduling is made by the Installer and GPS Insight has no control over such Installer's availability. One technician is capable of completing approximately 8-10 vehicles in a 9-hour day (with 1 hour for lunch). Additional charges may apply if more than one technician is required. A standard installation takes approximately one hour. A standard installation means no additional inputs/accessories. Non-standard installations may take additional time, depending on the inputs/accessories required.

Cancellations. Once booked, scheduled and confirmed, Customer must give GPS Insight no less than ten (10) business days' notice to cancel an installation, or Customer shall be charged, and Customer shall pay, a \$50/Vehicle fee, plus any uncancellable expenses incurred by GPS Insight or Installer. Customer shall be charged, and Customer shall pay, an additional \$50/Vehicle fee if less than all scheduled Vehicles are available for installation. If booked, scheduled and confirmed and the Installer fails to arrive as scheduled, GPS Insight will credit Customer \$50/vehicle.

Installation

Third Party Installer. Other than the fact that the Installer has been certified by GPS Insight and instructed to follow all industry standards and GPS Insight's quality guidelines, Customer acknowledges and agrees that the Installer is a third party with no legal affiliation to GPS Insight.

Installation Procedures. The Installer will perform installations according to the most current version of the Installation Guide specific to the hardware purchased unless otherwise requested by Customer and approved by GPS Insight prior to scheduling the Installation.

Verification. The Installer will verify and report to GPS Insight the success of each Vehicle installation. Verification means the confirmation that the Device is functional and sending data to the Tracking Solution.

Device Registration. Registrations are completed by the Installer or GPS Insight upon successful verification of the Device.



GPS Insight, LLC
7201 E Henkel Way #400
Scottsdale AZ 85255

Estimate #39102

10/21/2019

Out of Scope Requirements. Should Customer's installation require the utilization of a sensor or any other connection not supplied by GPS Insight, Customer must either have that sensor/connection installed and ready before the Installer arrives, or contact GPS Insight Installation team prior to the installation to confirm the price and availability of the Installer to perform such additional work.

Installation Warranties

Installation Warranty. GPS Insight warrants that the installation will be performed in a good and workmanlike manner for a period of one (1) year from the date of installation.

Installation Warranty Claims. Customer shall contact GPS Insight Customer Support at support@gpsinsight.com to assist in troubleshooting if Customer believes that an installation was not performed properly by the Installer, resulting in a Device or the Vehicle not functioning properly. The GPS Insight Customer Care team will work with Customer in an effort to resolve the issue. If GPS Insight is unable to resolve the issue remotely and determines it was the result of an improper installation by the Installer, GPS Insight will schedule a technician to correct such installation at no additional cost to Customer. Failure on the part of Customer to notify GPS Insight of any such Installation Warranty Claims shall relieve GPS Insight of any liability therefor.

Exclusive Remedy. The Installation Warranty Claims section above is Customer's sole and exclusive remedy for any breach of the Installation Warranty set forth above.

BY SIGNING BELOW, EACH PARTY HERETO ACKNOWLEDGES HAVING READ THE TERMS AND CONDITIONS SET FORTH IN THIS AUTHORIZATION AND FURTHER REPRESENTS AND WARRANTS THAT IT UNDERSTANDS ALL OF THE TERMS AND CONDITIONS OF THIS AUTHORIZATION AND AGREES TO BE STRICTLY BOUND THEREBY.

Name

Title

Date

Signature



Baldwin County Commission

Agenda Action Form

File #: 20-0707, **Version:** 1

Item #: K1

Meeting Type: BCC Work Session

Meeting Date: 2/11/2020

Item Status: New

From: Felisha Anderson, Archives Director

Submitted by: Felisha Anderson, Archives Director

ITEM TITLE

Aaron Media Services - Professional Services Agreement for 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 6, 2020 to April 7, 2021, (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.

BACKGROUND INFORMATION

Previous Commission action/date:

04/03/2018 meeting: Approved the agreement for professional services between the Baldwin County Commission and Aaron Media Services for the recording and production of documentaries. The terms of the contract will be from April 3, 2018, to 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.

Background: Staff is proposing that the Commission approve the renewal agreement with Aaron Media Services for production of documentaries for the Baldwin County Archives and History Department. The effective dates will be from April 6, 2020 to April 7, 2021 (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. Eleven (11) documentaries were approved in the Fiscal Year 2020 Budget (Resolution # 2019-144) on September 20, 2019. The rates for the audio video services will be at \$2,850.00 per documentary.

The current commercial General Liability insurance coverage does not expire until March 23, 2020. Upon approval, renewal of coverage will be submitted to staff at a later date, but no later than April 6, 2020.

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: \$2,850.00 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?
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

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Send Correspondence (with 2 original Agreements) to:

Aaron Media Services,
Robin Visel,
111 Lawson Road,
Daphne, Alabama 36526

Additional instructions/notes: Felisha Anderson, Archives, to provide Administration with updated

insurance documents by April 6, 2020.

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 providing information to the public; 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, upon request by the Commission. The general scope of work for the services will encompass:

- A. Recording and production of documentaries, all as more fully set out at “**Exhibit A**” hereto, which Exhibit is expressly incorporated herein.
- B. Insurance Documents “**Exhibit B**”
- C. 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 thirty (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
- D. 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 6, 2020, and the same shall terminate upon the expiration of twelve (12) months, on April 6, 2021, with an option to renew upon agreement of both parties for up to two additional twelve (12) month periods. 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 said coverage is attached hereto as "**Exhibit B**" 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:

Billie Jo Underwood /Date
Chairman

Wayne Dyess /Date
County Administrator

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County and State, hereby certify that Billie Jo Underwood, as Chairman of the Baldwin County Commission, and Wayne Dyess as County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that being informed of the contents of the 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 _____, 2020.

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 entity.

GIVEN under my hand and seal on this the _____ day of _____, 2020.

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)

3/20/2019

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 PHONE (A/C, No, Ext): 855-377-1529 E-MAIL ADDRESS: cis@bxsi.com FAX (A/C, No):
INSURED Aaron Media Services Donald (Robin) Visel 111 Lawson Rd. Daphne AL 36526	INSURER(S) AFFORDING COVERAGE INSURER A: Covington Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL 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 LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:				3/23/2019	3/23/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 5,000 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"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <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 \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 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 Baldwin County Commission 312 Courthouse Square Suite 12 Bay Minette AL 36507	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Baldwin County Commission

Agenda Action Form

File #: 20-0708, **Version:** 1

Item #: K2

Meeting Type: BCC Work Session

Meeting Date: 2/11/2020

Item Status: New

From: Felisha Anderson, Archives Director

Sherry Lea-Botop, PIO Community Engagement Manager

Submitted by: Felisha Anderson, Archives Director

ITEM TITLE

OnCell - Professional Services Agreement for the Baldwin County Historic Driving and Walking Tour App

STAFF RECOMMENDATION

Approve the Professional Services Agreement between the Baldwin County Commission and OnCell for the drone videographer and the development of the Historic Driving and Walking Tour App for Baldwin County. The terms of the agreement will be from February 17, 2020 to February 18, 2021, (12 months), with an option to renew (not exceeding thirty-six (36) months).

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Staff recommends the Commission approve the Professional Services Agreement with OnCell for the drone videographer and app development for the Historic Driving and Walking Tour App for Baldwin County. The effective dates will be from February 17, 2020, to February 18, 2021, (12 months), with an option to renew (not exceeding thirty-six (36) months). On September 20, 2019, the Commission approved the Fiscal Year 2020 Budget (Resolution # 2019-144) approving \$10,000.00 for the Historic Driving and Walking Tour App.

A grant was received from Gulf Coast Resource Conservation & Development for \$5,000.00.

OnCell connects people, places and stories and is the leading digital story telling platform for cultural destinations and other visitor attractions. Since its inception in 2006, the OnCell team has worked on thousands of projects both in the U.S. and internationally. The Tour Guide App delivers location-aware information that visitors want in an intuitive and user-friendly format. OnCell has an App Builder Platform that offers a cost-effective product that allows clients their own iPhone and Android apps for audio tours or city/museum/festival guides through an easy-to-use web interface. The App features include custom branding, stop images, audio, GPS or custom image maps, website and video links and more.

The Archives and History Department is pleased to be able to assist in these endeavors. It is staff's mission to tell the story of Baldwin County through its people and places.

Sherry Lea-Botop is working directly with representatives on the development of the app and will be available at the work session to answer any questions.

FINANCIAL IMPACT

Total cost of recommendation: \$6,309.00

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?
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

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Send correspondence (with 2 original Agreements) to:

OnCell Systems, Inc.
1160D, Pittsford-Victor Road
Pittsford, New York 14534

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 OnCell Systems, Inc. (hereinafter referred to as “PROVIDER”).

WITNESSETH:

WHEREAS, the COMMISSION remains committed to public access, and providing information to the public; 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: OnCell Systems, Inc.
- 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: OnCell Systems, Inc.
 1160D Pittsford-Victor Road
 Pittsford, New York 14532
- 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, upon request by the Commission. The general scope of work for the services will encompass:

A. Drone videographer and Historic App Development, all as more fully set out at “**Exhibit A**” hereto, which Exhibit is expressly incorporated herein.

B. Insurance Documents “**Exhibit B**”

1. The Baldwin County Commission will be billed at a price of \$6,309.00 by invoice, for the following services:

- a. OnCell Yearly Subscription – Local & Specialty Plan
- b. Ad Hoc Content Loading
- c. OnCell Set Up Fee – Local & Specialty Plan
- d. Quick Start Up to 50 Pages – Local & Specialty Plan

C. PROVIDER will provide ongoing communications with the COMMISSION regarding this service, including updates, emails etc. as requested. Additionally, PROVIDER will meet with COMMISSION as needed or requested.

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

E. 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 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 February 17, 2020, and the same shall terminate upon the expiration of twelve (12) months, on February 17, 2021, with an option to renew upon agreement of both parties for up to two additional twelve (12) month periods. 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 said coverage is attached hereto as "**Exhibit B**" 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:

Billie Jo Underwood /Date
Chairman

Wayne Dyess /Date
County Administrator

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, _____, a Notary Public in and for said County and State, hereby certify that Billie Jo Underwood, as Chairman of the Baldwin County Commission, and Wayne Dyess as County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that being informed of the contents of the 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 _____, 2020.

Notary Public
Commission Expires:

OnCell Systems, Inc.
“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 OnCell Systems, Inc. as _____ of OnCell Systems, Inc., 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 entity.

GIVEN under my hand and seal on this the _____ day of _____, 2020.

Notary Public
Commission Expires:



QUOTE

Quote # QUOTE-18

Quote Date Feb 03, 2020

Amount \$6,309.00 (USD)

Expiry Date 04 Mar, 2020 23:59 EST

Customer ID [REDACTED]

OPEN

OnCell Systems, Inc.
1160D Pittsford-Victor Road
Pittsford, New York 14534
United States

BILLED TO
Sherry-Lea Bloodworth Botop
Baldwin County Commission

DESCRIPTION	UNITS	UNIT PRICE	AMOUNT (USD)
OnCell Yearly Subscription - Local & Specialty Plan Feb 03, 2020 to Feb 03, 2021	1	\$3,564.00	\$3,564.00
OnCell Setup Fee - Local & Specialty Plan Feb 03 to Feb 03, 2020	1	\$995.00	\$995.00
Quick Start Up to 50 Pages - Local & Specialty Plan Feb 03 to Feb 03, 2020	1	\$1,000.00	\$1,000.00
Ad Hoc Content Loading Feb 03 to Feb 03, 2020	1	\$750.00	\$750.00
Total			\$6,309.00
Amount (USD)			\$6,309.00

UK CUSTOMERS

Please make GBP payments using the following account details:

ACCOUNT HOLDER NAME

OnCell Systems, Inc

ACCOUNT NUMBER

[REDACTED]

SORT CODE

23-14-70

ADDRESS

TransferWise, 56 Shoreditch High
Street, London, E1 6JJ, United Kingdom

NEW ZEALAND CUSTOMERS

Please make NZD payments using the following account details:

ACCOUNT NAME

OnCell Systems, Inc

ACCOUNT NUMBER

[REDACTED]

ADDRESS

TransferWise, 56 Shoreditch High
Street, London E1 6JJ, United Kingdom

EUROPEAN CUSTOMERS

Please make EUR payments using the following account details:

ACCOUNT NAME

OnCell Systems, Inc

IBAN

[REDACTED]

SWIFT/BIC

DEKTD7GXXX

ADDRESS

Handelsbank, Elsenheimer Str. 41,

AUSTRALIAN CUSTOMERS

Please make AUD payments using the following account details:

ACCOUNT NAME

OnCell Systems, Inc

BSB CODE:

802-985

ACCOUNT NUMBER



ADDRESS

**Transferwise 36-38 Gipps Street
Collingwood VIC 3066 Australia**



ONCESYS-01

AKEEFE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/4/2020

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

Satellite Insurance Agency of NY
PO Box 40420
Rochester, NY 14604

CONTACT

NAME:

PHONE

(A/C, No, Ext): (585) 473-8000

FAX

(A/C, No): (585) 340-1714

E-MAIL

ADDRESS: reception@paris-kirwan.com

INSURER(S) AFFORDING COVERAGE

NAIC

INSURER A : ACE Property & Casualty Insurance Co

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED

Oncell Systems, Inc.
1160 D Pittsford-Victor Road
Pittsford, NY 14534

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL 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	X			2/20/2019	2/20/2020	EACH OCCURRENCE \$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000
	OTHER:						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO	X			2/20/2019	2/20/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				OTH-ER \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							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 is named as an additional insured on the General Liability and Auto policy. A 10-day notice of cancellation applies.

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

Laurie Stoney



Baldwin County Commission

Agenda Action Form

File #: 20-0688, **Version:** 1

Item #: M1

Meeting Type: BCC Work Session

Meeting Date: 2/11/2020

Item Status: New

From: Kelly Childress, Council on Aging Coordinator

Submitted by: Beverly Johnson, Council on Aging Administrative Support

ITEM TITLE

Contract for Indigent Cremation/Burial Services

STAFF RECOMMENDATION

Take the following actions:

- 1) Authorize the Chairman to execute a Contract for Professional Services between the Baldwin County Commission and Wolfe-Bayview Funeral Homes & Crematory, Inc. for the provision of Indigent Cremation/Burial Services for Baldwin County. This agreement shall expire thirty-six (36) months from its effective date, April 1, 2020; and
- 2) Authorize the Chairman to execute correspondence to Pine Rest Funeral Home & Memorial Park, LLC in appreciation of their professionalism and services provided from April 1, 2017 to March 31, 2020.

BACKGROUND INFORMATION

Previous Commission action/date: No

Background: In accordance with Section 38-8-2 of the Code of Alabama (1975), Baldwin County provides cremation/burial of Indigent persons in the County. (#6.1 Indigent Cremation/Burial Policy). The contract for indigent cremation/burial services is set to expire March 31, 2020. To accommodate future requests for indigent services, Wolfe-Bayview Funeral Homes & Crematory, Inc. has provided the lowest quote as follows:

1. Cremation for \$395.00, to include the basic service of funeral home staff, filing necessary legal documents, transportation, cremation, either scattering the cremains in the scattering garden or providing a minimum container for the cremains. All cremains are tagged with identification according to State regulation.
2. Burial for \$1,595.00, to include the basic service of funeral home staff, filing necessary legal documents, transportation, preparation of remains, minimum casket, minimum vault, plot, opening/closing of gravesite and minimum grave marker, lettered and installed.

The current budget for indigent services is \$11,000.00. The number of indigent services varies each year. In Fiscal Year 2019, there were 13, and Fiscal Year 2018 there were 14.

FINANCIAL IMPACT

Total cost of recommendation: Costs are fixed as outlined in the contract; however, the number of Indigent cremations/burials vary. If the service agreement is approved, costs for indigent services would be \$395.00 per cremation and \$1,595.00 per burial. Indigent cases vary in number from year to year.

Budget line item(s) to be used: 56300.5199

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:

Additional comments: This Contract for Professional Services needs to be reviewed.

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Commission office staff.

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Commission office staff will need to obtain Chairman's signature on the Contract for Professional Services with Wolfe-Bayview Funeral Homes & Crematory, Inc.

2. Commission office staff should forward the executed Contract for Professional Services to:

Mr. Gary Wolfe
Wolfe-Bayview Funeral Homes & Crematory, Inc.
19698 Greeno Road
Fairhope, Alabama 36532

3. Commission office staff should obtain and secure the fully executed copy of the Contract for Professional Services.

4. Draft a letter of appreciation to Pine Rest Funeral Home and Memorial Park, LLC, thanking them for the service they provided to Baldwin County during the contract period of April 1, 2017 through March 31, 2020.

Mr. Tim Street
Pine Rest Funeral Home and Memorial Park, LLC.
P.O. Box 328
Foley, Alabama 36536

Additional instructions/notes: N/A

Baldwin County Commission Indigent Burial

Vendor: Wolfe-Bayview Funeral Home and Crematory, Inc.

Package	Amount	Description
Burial	\$1595.00	Basic services of funeral director and staff Filing of any necessary legal documents Transfer of remains to funeral home from place of death or other funeral home Embalming and preparation of the remains Minimum Casket Minimum Vault Cemetery Lot (perpetual care cemetery) Opening/Closing of the grave 24 x 12 granite grave marker (lettered & installed)
Cremation	\$395	Basic service of funeral director and staff Filing of any necessary legal documents Transfer of the deceased to funeral home from the place of death or other funeral home Cremation Process Scattering of cremains in scattering garden or return to County Coroner's office Minimum container for cremains

Vendor: Pine Rest Funeral Home and Memorial Park, LLC

Foley, AL 36535

Package	Amount	Description
Burial	\$1925.00	Basic Services of the funeral director and staff Filing of necessary legal documents Transfer of the deceased to funeral home from place of death or other funeral home Embalming and preparation of the remains Minimum Casket Minimum Vault Cemetery Lot at Pine Rest Memorial Park Opening/Closing of the grave 24 x 12 granite grave marker (lettered & installed)
Cremation	\$475	Basic Services of the funeral director and staff Filing of any necessary legal documents Transfer of the deceased to funeral home from place of death or other funeral home Cremation Process Scattering of cremains in scattering garden or return to the Baldwin County Coroner's office Minimum container for cremains

Vendor: Cason Funeral Service

No response

Vendor: Mack Funeral Home

Not interested

Vendor: Hughes Funeral Home and Crematorium

No response

Vendor: Norris Funeral Home

No response

Vendor: Baldwin Community Chapel

No response

Vendor: Small's Mortuary & Cremation Services

No response

Wolfe-Bayview

Funeral Homes & Crematory, Inc.

Ms. Beverly Johnson
Baldwin County Council on Aging
22251 Palmer Street
Robertsdale, AL. 36567

January 24, 2020

Dear Ms. Johnson:

Thank you for allowing us the opportunity to submit quotes for the Indigent Final Disposition Program in Baldwin County.

Simple Cremation : \$ 395.00

Simple cremation to include:

Filing of any necessary legal documents

Basic Services of Funeral Director and Staff

Transfer of body/remains to funeral home from place of death or other funeral home in Baldwin County

Cremation process

Scattering of cremains in scattering garden of if necessary, return to County Coroner's office

Minimum container for cremains

Burial Package: \$1595.00

Burial package to include:

Basic Services of Funeral Director and Staff

Filing any necessary legal documentation

Transfer of remains to Funeral Home from place of death or other funeral home

Embalming and / or other preparation of remains

Minimum casket

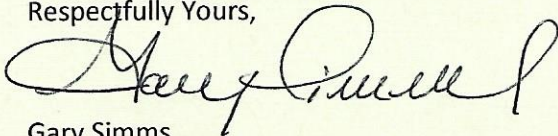
Minimum vault

Cemetery lot (perpetual care cemetery)

Open/Close grave

Minimum permanent grave marker

Respectfully Yours,



Gary Simms

General Manager

27409 U.S. Hwy 98
Daphne, AL 36526
(251) 625-2900
Fax (251) 625-2888

25102 State Street
Elberta, AL 36530
(251) 986-3071
Fax (251) 986-3073

19698 Greeno Rd.
Fairhope, AL 36532
(251) 990-7775
Fax (251) 990-7776

2551 So. McKenzie St.
Foley, AL 36535
(251) 943-2391
Fax (251) 943-2392

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 Wolfe-Bayview Funeral Homes & Crematory, Inc. (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas, in pursuant with section 38-8-2 of the Code of Alabama (1975), Burial of persons dying with no estate and leaving no relatives in the county with the ability or estate adequate to defray his necessary burial expenses.

Whereas, the PROVIDER shall serve the Indigent Burial/Cremation needs of COUNTY as set forth in **Exhibit A**.

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:

- i. COUNTY: Baldwin County, Alabama
- ii. COMMISSION: Baldwin County Commission
- iii. PROVIDER: Wolfe-Bayview Funeral Homes & Crematory, Inc.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PROVIDER: Wolfe-Bayview Funeral Homes & Crematory, Inc.
19698 Greeno Road
Fairhope, Alabama 36532

COUNTY: 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 COUNTY as a professionally-qualified contractor. The general scope of work for the services shall include all the terms and conditions set forth at **Exhibit A** hereto, the same being expressly incorporated herein by reference, and without limitation.

i. 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.

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

iii. 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.

i. 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.

ii. 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 as set forth in Exhibit 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 and commence immediately upon the same date as its full execution, and shall terminate upon either the expiration of no more than ninety (90) days after the Notice to Proceed is given or upon a written notification thereof received by either party within the required thirty (30) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

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

XXIV. Indemnification. Provider shall indemnify, defend and hold County and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, and costs, for any and all

personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of this Contract.

XXV. Number of Originals. This Agreement shall be executed with three originals, both of which are equally valid as an original.

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

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

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

COUNTY

ATTEST:

_____/Date
BILLIE JO UNDERWOOD, Chairman

_____/Date
WAYNE DYESS ,
County Administrator

State of Alabama)

County of Baldwin)

I, _____, a Notary Public in and for said County, in said State, hereby certify that, Billie Jo Underwood, whose name as Chairman of Baldwin County Commission, and Wayne Dyess, whose name as County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

Given under my hand and official seal, this the day of _____, 2020.

Notary Public
My Commission Expires:

SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW

Wolfe-Bayview Funeral Homes & Crematory, Inc.
PROVIDER:

_____/_____
By: Gary L. Wolfe /Date
Its: President

State of Alabama)

County of Baldwin)

I, _____, Notary Public in and for said County and State, hereby certify that Gary L. Wolfe, President of Wolfe-Bayview Funeral Homes & Crematory, 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 foregoing, executed the same voluntarily on the day the same bears date for and as an act of said domestic corporation.

GIVEN under my hand and seal on this the _____ day of _____, 2020.

Notary Public
My Commission Expires:

Wolfe-Bayview

Funeral Homes & Crematory, Inc.

Ms. Beverly Johnson
Baldwin County Council on Aging
22251 Palmer Street
Robertsdale, AL. 36567

January 24, 2020

Dear Ms. Johnson:

Thank you for allowing us the opportunity to submit quotes for the Indigent Final Disposition Program in Baldwin County.

Simple Cremation : \$ 395.00

Simple cremation to include:

Filing of any necessary legal documents

Basic Services of Funeral Director and Staff

Transfer of body/remains to funeral home from place of death or other funeral home in Baldwin County
Cremation process

Scattering of cremains in scattering garden of if necessary, return to County Coroner's office

Minimum container for cremains

Burial Package: \$1595.00

Burial package to include:

Basic Services of Funeral Director and Staff

Filing any necessary legal documentation

Transfer of remains to Funeral Home from place of death or other funeral home

Embalming and / or other preparation of remains

Minimum casket

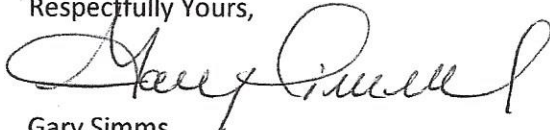
Minimum vault

Cemetery lot (perpetual care cemetery)

Open/Close grave

Minimum permanent grave marker

Respectfully Yours,



Gary Simms
General Manager

27409 U.S. Hwy 98
Daphne, AL 36526
(251) 625-2900
Fax (251) 625-2888

25102 State Street
Elberta, AL 36530
(251) 986-3071
Fax (251) 986-3073

19698 Greeno Rd.
Fairhope, AL 36532
(251) 990-7775
Fax (251) 990-7776

2551 So. McKenzie St.
Foley, AL 36535
(251) 943-2391
Fax (251) 943-2392



Baldwin County Commission

Agenda Action Form

File #: 20-0600, **Version:** 1

Item #: N1

Meeting Type: BCC Work Session

Meeting Date: 2/11/2020

Item Status: New

From: Zachary Hood, EMA Director

Submitted by: Scott Wallace, Training and Shelter Coordinator

ITEM TITLE

Memorandum of Understanding between the Department of Human Resources and Baldwin County Commission - Medical Needs Shelter at Baldwin County Coliseum

STAFF RECOMMENDATION

Approve the Memorandum of Understanding between the Department of Human Resources and Baldwin County Commission regarding the use of the Baldwin County Coliseum as a "Medical Needs Shelter" during times of emergency or disaster.

Commencement of this Memorandum of Understanding shall begin upon signature of the Chairman and expire February 25, 2023.

BACKGROUND INFORMATION

Previous Commission action/date: February 20, 2018

Background: Pursuant to Code of Alabama 1975 §31-9-8, the Governor of the State of Alabama shall, during the existence of the State of Emergency which exists, pursuant to a disaster of declaration or other executive order exercises his/her right, power and authority to operate emergency management facilities, including medical needs shelters, throughout the State of Alabama. As his/her designee, the Department of Human Resources shall provide management for the facilities designated as medical needs shelters operated by the Department of Public Health pursuant to Code of Alabama 1975 §31-9-8(3). All provisions of said section shall apply to the use of the facility.

The Alabama Department of Human Resources (DHR) has requested that the Commission enter into a Memorandum of Understanding (MOU) to allow for the use of Baldwin County Coliseum located at 19477 Fairground Road, Robertsedale, Alabama 36567, to utilize the services and facilities contained therein for a "medical needs shelter" starting on the disaster declaration or other executive order and continuing throughout the duration of the emergency that exists pursuant to the declaration or order.

FINANCIAL IMPACT

Total cost of recommendation: No immediate cost. Note: The medical needs shelter is typically collocated with the County Commission general population shelter where the commission pays the utility expenses. If the medical needs shelter is opened without the general population shelter, there will be an increase in utilities.

Budget line item(s) to be used: When applicable, emergency funding sources will be used. In the event emergency funding is not applicable, use cost center 51986 (Baldwin County Coliseum cost center).

If this is not a budgeted expenditure, does the recommendation create a need for funding? If cost center 51986 is utilized, funding will be required.

LEGAL IMPACT

Is legal review necessary for this staff recommendation and related documents?
No

Reviewed/approved by: Previous county attorney reviewed.

Additional comments: No

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? No

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration

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

1. Obtain Chairman's signature on the original agreement.
2. Retain one copy for file.
3. Send one copy of the signed agreement to EMA.
4. Send original of the signed agreement to:

Remigia T. Coleman
C/O Alabama Department of Human Resources
P.O. Box 2529

22259 Palmer Street
Robertsdale, Alabama 36567

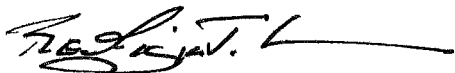
Additional instructions/notes: Attached MOU - Alabama DHR 2020.

**MEDICAL NEEDS SHELTER
MEMORANUM OF UNDERSTANDING**

Pursuant to **Code of Alabama 1975 § 31-9-8**, the Governor of the State of Alabama shall, during the existence of the state of emergency which exists pursuant to a disaster declaration or other executive order exercise his right, power and authority to operate emergency management facilities, including medical needs shelters, throughout the State of Alabama. As his designee, the Department of Human Resources shall provide management for the facilities designated as medical needs shelters operated by the Department of Public Health pursuant to **Code of Alabama 1975 § 31-9-8(3)**. All provisions of said section shall apply to the use of the facility.

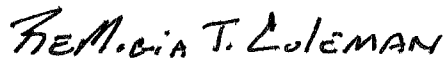
Said facility, Baldwin County Coliseum,
shall provide to the Department of Human Resources
for temporary use the property located at 19477
Fairground Road, Robertsdale, Alabama 36567 to
utilize the services and facilities contained therein for
medical needs shelters starting on the disaster
declaration or other executive order and continuing
throughout the duration of the emergency that exists
pursuant to the declaration or order.

Expiration Date: February 25, 2023



DHR Representative Signature

Facility Representative Signature



Print Name

Print Name



Title

Title



Date

Date



Baldwin County Commission

Agenda Action Form

File #: 20-0720, **Version:** 1

Item #: N2

Meeting Type: BCC Work Session

Meeting Date: 2/11/2020

Item Status: New

From: Zachary M. Hood, EMA Director; Jenni Guerry, EMA Education Outreach Coordinator; Terri Gray, EMA Administrative Support Specialist

Submitted by: Terri R. Gray, EMA Administrative Support Specialist

ITEM TITLE

2020 Baldwin County Preparedness and Recovery Expo Promotional Items

STAFF RECOMMENDATION

At the request of the Baldwin County Emergency Management Agency for the 2020 Baldwin County Preparedness and Recovery Expo for Baldwin County, Alabama, take the following actions:

- 1) Authorize the Baldwin County Emergency Management Agency to purchase various promotional items (such as pencils, ink pens, stress balls, carabiners, wallets, etc.) for the 2020 Preparedness and Recovery Expo scheduled for June 6, 2020 at the Daphne Civic Center; and
- 2) Determine that a public purpose will be served through the dissemination of the promotional items to the general public free-of-charge to promote disaster preparedness and recovery in Baldwin County, Alabama. The promotional items will promote Baldwin County's resilience and educational opportunities, including, but not limited to, its disaster education, disaster planning and preparation, mitigation education; further, said increased promotion strengthening the furtherance of community resiliency following disaster impacts benefiting the county's economy.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The 2020 Baldwin County Preparedness and Recovery Expo is a free, public event designed to connect residents and business owners with local resources intended to educate and promote preparedness and planning for emergencies and disasters, as well as recovery efforts. The agency has worked collaboratively with municipal partners to host a county-wide event to allow citizens an opportunity to become knowledgeable on hazards and threats that may impact our area. The Expo will include private, public sector, and volunteer organizations that possess a vital role in disaster planning, response, mitigation and recovery efforts.

The promotional items will include items which will be purchased from the approved vendors, such as 4-Imprint, Jubilee Specialties, and/or JoWess. All items will be free to the public.

The appropriation for said promotional items was approved by the Baldwin County Commission in the Fiscal Year 2020 Budget as an endeavor which, in the judgment of this honorable county governing body, is worthy, in the best interest of the county.

FINANCIAL IMPACT

Total cost of recommendation: Purchase(s) not to exceed \$10,000.00

Budget line item(s) to be used: 52300.5253.01

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: Jenni Guerry, EMA; Terri Gray, EMA

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

Adhere to the county's purchasing policy and procedure guidelines for the purchase(s) of said promotional items by: Obtaining 3 quotes from approved vendors; Requesting the purchase order; Placing said orders.

Additional instructions/notes: N/A

BALDWIN COUNTY

2020 PREPAREDNESS & RECOVERY EXPO

**Tuesday, June 9, 2020 from
9am-7pm
Daphne Civic Center**

The 2020 Baldwin County Preparedness & Recovery Expo is a FREE community event designed to help educate residents about preparedness and connect citizens with local resources to assist in planning for hazards that may impact our community. Some primary hazards facing our area are hurricanes/tropical weather, flooding, and dangers associated with severe weather. Our goal for this event is to promote personal preparedness, property mitigation techniques and business continuity, as well as recovery strategies. This event will also connect citizens with volunteer opportunities.

**CONTACT US:
BALDWIN EMA
1-251-972-6807**

email: bcema@baldwincountyal.gov





Baldwin County Commission

Agenda Action Form

File #: 20-0728, **Version:** 1

Item #: P1

Meeting Type: BCC Work Session

Meeting Date: 2/11/2020

Item Status: New

From: Betty Sweet, Board of Registrars Chairman
Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Board of Registrars - Position Changes

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the reclassification/re-title of Max Huffman, from the Office Manager position (PID #851) from grade G-04 (\$14.314 per hour / \$29,773.12 annually) to Administrative Support Specialist III (#TBD) grade I-EL (\$15.629 per hour / \$32,508.32 annually); and
- 2) Approve the reclassification/re-title of Cynthia Lamberth, from the Office Assistant III position (PID #852) from grade E-11 (\$14.140 per hour / \$29,411.20 annually) to Administrative Support Specialist I (#TBD) grade G-04 (\$14.314 per hour / \$29,773.12 annually); and
- 3) Approve the reclassification/re-title of Bobbi York, from the Office Assistant III position (PID #624) from grade E-10 (\$13.795 per hour / \$28,693.60 annually) to Administrative Support Specialist I (#TBD) grade G-03 (\$13.962 per hour / \$29,040.96 annually); and
- 4) Approve the reclassification/re-title of the Office Assistant III positions (PID #620) from grade E (grade E range: \$22,424.48 - \$36,734.88 annually) to Administrative Support Specialist I (#TBD) grade G (grade G range: \$26,971.36 - \$44,231.20 annually); and
- 5) Approve the updated organizational chart for the Board of Registrars; and
- 6) Approve the updated position descriptions for the Administrative Support Specialist I and Administrative Support Specialist III.

These actions will be effective no sooner than March 2, 2020.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The current job descriptions for these positions were updated in 1990, with revisions in 1995 and 2011. Neither of the current classifications account for technological advances (requiring specialized knowledge, training and skill); the entirety of the positions' scope/responsibility or the positions' far-reaching impact. The actual responsibility, training, knowledge and skills are better classified as Administrative Support Specialist I and Administrative Support Specialist III.

We have included Montgomery, Jefferson, and Shelby counties for comparison. The three offices have comparable (or lower) populations and workload. Also, the counties have employees with the same responsibilities and have salary ranges in line with the proposed reclassification. The part-time position has not been filled in two years and all work requirements have been met despite the shortfall. This reclassification will help recruit and retain qualified employees in these critical positions. This is especially important as the board members, including myself, are political appointees, while the county employees represent subject matter expertise and longevity (the county employees end up training the newly appointed board members).

FINANCIAL IMPACT

Total cost of recommendation: \$8,266.52 savings (based on Fiscal Year 2020 budgeted salaries due to the promotion/transfer of a previous Board of Registrars employee)

Budget line item(s) to be used: 51920.5113

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

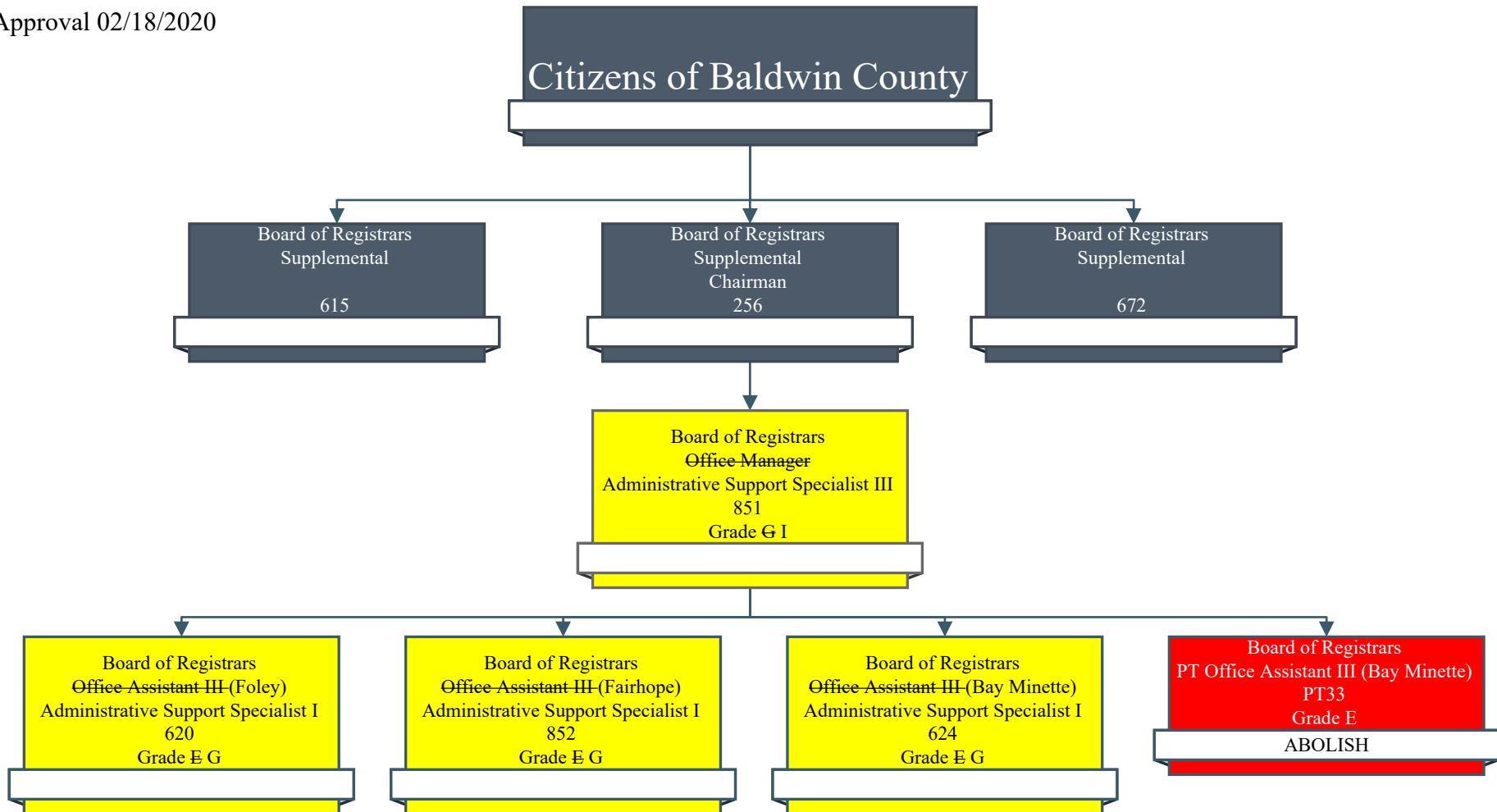
FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

Additional instructions/notes: N/A



POSITION DESCRIPTION

Title: Administrative Support Specialist I

Department: Board of Registrars

Job Analysis: February 2020

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Report To: Administrative Support Specialist III, Registrars

Subordinate Staff: None

Internal Contacts: Office Manager, Registrars

External Contacts: Election Officials, Voters, Elected and Appointed Officials

Status: Classified/Non-Exempt (G)

Job Summary

The Administrative Support Specialist I assists the Baldwin County Board of Registrars in approving voting rights for any applicant meeting the following criteria: Is a resident of Baldwin County, is a United States Citizen, is at least 18 years of age, has not been convicted of a disqualifying felony (or has had rights restored), has not been legally declared “mentally incompetent” by court order.

In addition, the Administrative Support Specialist I is responsible for the continual update and maintenance of Alabama’s statewide voters list. The position is essential to the conduct of all local, state, federal, and special elections.

Job Domains

1. Processes daily Agency Match Reports maximizing new voter registration and streamlining address and statistical data update.
2. Processes applications received daily from the Alabama Law Enforcement Agency (ALEA), ensuring strict compliance with the National Voter Registration Act of 1993 (NAVRA) provisions.
3. Processes applications received daily from the Alabama Department of Public Health and Alabama Department of Social Services, ensuring strict compliance with NAVRA.
4. Processes and issues Alabama Voter ID Cards, ensuring voters are offered a no-cost form of photo identification.

5. Assists in formal notification of active voters and applicants found “disqualified” or “ineligible” due to specific felony convictions or a legal declaration of “mental incompetence”.
6. Coordinates with the Alabama Department of Pardons and Paroles in the restoration of voting rights and when disqualifying felony convictions are not defined under Alabama Moral Turpitude Criminal Conviction Codes.
7. Issues replacement voter information for those walk- in customers requiring address verification for both the ALEA StarCard and Beach Express Pass.
8. Processes weekly and monthly Alabama Department of Public Health Death Reports ensuring accurate statewide voter lists.
9. Processes bi-weekly Duplicate Registrant Reports, ensuring accuracy of statewide lists.
10. Bi-monthly mailout of voter registration cards to new registrants and those with addressing and statistical update.
11. Provides monthly notification to appropriate states and jurisdictions detailing voter transfers to Baldwin County.
12. Ensures files are maintained in compliance with Secretary of State Records Disposition Authority (RDA) guidelines.
13. Participates in Voter Registration Drives and events as required.
14. Assists in updating voting histories in the statewide voters list pre and post-election.
15. Processes increasingly high volumes of Voter Update Forms, generated at polling stations, prior to the subsequent run-off election.
16. Assists in processing provisional ballots which are critical to official certification of final election results.
17. Additional duties and responsibilities as assigned.

Knowledge, Skills and Abilities

1. Extensive working knowledge of State and Federal election laws to include: National Voter Registration Act of 1993 (NAVRA); Alabama Code Title 17; the Alabama Election Handbook (current addition) and the Alabama Board of Registrars Handbook (current addition).
2. Extensive working knowledge of the Election Systems and Software (ES&S) Power Profile voter registration and election management application allowing for state and local jurisdictions to manage elections from the same interface.
3. Extensive working knowledge of the Visual Address Management (VAM) web-based application ensuring registrant addresses are verified and accurately placed within the appropriate precinct.
4. Extensive working knowledge of Baldwin County Revenue Commission’s AS/ 400 computing systems in identifying and GIS plotting residential addresses.
5. Extensive working knowledge of the Baldwin County Parcel Viewer GIS application in identifying and GIS plotting residential addresses.
6. Extensive working knowledge of Microsoft Word, Excel and Outlook.
7. Extensive working knowledge of General Office Procedures.
8. Possesses the ability to apply multiple complex policies and procedures to everyday workload.

9. Possesses the necessary customer service skills to interact with fellow employees, the citizens of Baldwin County, and elected/appointed officials.
10. Displays meticulous attention to detail.
11. Ability to function independently and without close supervision.
12. Willingness and ability to travel locally and out of town for training.
13. Ability to work in any of department's three county locations as needed.
14. Ability and willingness to work overtime and beyond normal working hours during periods of increased workload.

Minimum Qualifications

1. High school diploma or equivalent.
2. 1-2 years of office experience, required.
3. Possess a valid driver's license, and be insurable by the County's insurance standards.

POSITION DESCRIPTION

Title: Administrative Support Specialist III

Department: Board of Registrars

Job Analysis: February 2020

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Report To: Registrars

Subordinate Staff: Administrative Support Specialist I

Internal Contacts: Registrars, Office Assistant III

External Contacts: Election Officials, Voters, Elected and Appointed Officials

Status: Classified/Non-Exempt (I)

Job Summary

The Administrative Support Specialist III supervises the daily operations of the Baldwin County Board of Registrars. In addition, is responsible for: ensuring the Board of Registrars' Office works in coordination with the County Administrator, Probate Election Division, Absentee Election Manager, and other officials on all special, local, county, state, and federal elections, and attends necessary Secretary of State sponsored training to provide continuity for appointed board members.

Job Domains

A. Supervisory Responsibilities

Assists and coordinates the efforts of three assigned Admin Support Specialist I throughout, three county locations, in below listed tasks and responsibilities:

1. Processing of Agency Match Reports.
2. Processing of ALEA generated applications.
3. Processing of Alabama Department of Public Health and Alabama Department of Social Services generated applications.
4. Processing of Alabama Voter ID Cards.
5. Formal notification of active voters and applicants found "disqualified" or "ineligible" due to specific felony convictions or a legal declaration of "mental incompetence".

6. Coordinates with the Alabama Department of Pardons and Paroles in the restoration of voting rights and when disqualifying felony convictions are not defined under Alabama Moral Turpitude Criminal Conviction Codes.
7. Issuance of replacement voter information for those walk-in customers.
8. Processing of Alabama Department of Public Health death reports.
9. Removal of Duplicate Registrants from statewide voter lists.
10. Monthly issuance of voter registration cards.
11. Monthly Registrant Transfer Reports.
12. Ensures files are maintained in compliance with Secretary of State Records Disposition Authority (RDA) guidelines.
13. Coordinates with Archives Department for files designated permanent or beyond departmental storage capacity.
14. Coordinates and participates in Voter Registration Drives and events as required.
15. Ensures the processing of provisional ballots which are critical to official certification of final election results.
16. Ensures voting histories are update in the statewide voters list pre and post-election.
17. Ensures processing of Voter Update Forms generated at polling stations.

B. Administrative Responsibilities

1. Devise, implement and maintain standard procedural guidelines to ensure smooth departmental operation.
2. Maintain departmental calendar to ensure the section meets daily workload requirements and mission critical deadlines.
3. Participate in Board Meetings to discuss and implement new policies and procedures.
4. Serve as point of contact for registrant complaints and inquiries.
5. Maintain the departmental budget and requisition necessary supplies and equipment.
6. Ensure timely Fiscal Year budget submission.
7. Process employee time in KRONOS.
8. Maintain proper accounting of employ leave, absences, etc.
9. Ensure proper training and competence of newly hired personnel.
10. Ensure cross-training of all duties and responsibilities.
11. Ensure training of newly appointed board members.
12. Ensure recognition of superior employee performance.
13. Provide input as “Rater” on employee performance appraisals.
14. Provide continuous and constructive employee performance feedback.
15. Request SARPC contract personnel to cover staffing shortages.
16. Additional duties and responsibilities as assigned.

Knowledge, Skills, and Abilities

1. Extensive working knowledge of State and Federal election laws to include: National Voter Registration Act of 1993 (NAVRA); Alabama Code Title 17; the Alabama Election Handbook (current addition) and the Alabama Board of Registrars Handbook (current addition).

2. Extensive working knowledge of the Election Systems and Software (ES&S) Power Profile voter registration and election management application allowing for state and local jurisdictions to manage elections from the same interface.
3. Extensive working knowledge of the Visual Address Management (VAM) web-based application ensuring registrant addresses are verified and accurately placed within the appropriate precinct.
4. Extensive working knowledge of Baldwin County Revenue Commission's AS/ 400 computing systems in identifying and GIS plotting residential addresses.
5. Extensive working knowledge of the Baldwin County Parcel Viewer GIS application in identifying and GIS plotting residential addresses.
6. Extensive working knowledge of Microsoft Word, Excel and Outlook.
7. Extensive working knowledge of General Office Procedures.
8. Possesses the ability to apply multiple complex policies and procedures to everyday workload.
9. Possesses the necessary customer service skills to interact with fellow employees, the citizens of Baldwin County, and elected/appointed officials.
10. Displays meticulous attention to detail.
11. Ability to travel locally and out of town for training.
12. Ability to work in any of department's three county locations as needed.
13. Ability and willingness to work overtime and beyond normal working hours during periods of increased workload.

Minimum Qualifications

1. High school diploma or equivalent.
2. 2-3 years of office experience, required.
3. 3-5 years of supervisory experience, required.
4. Possess a valid driver's license, and be insurable by the County's insurance standards.



Baldwin County Commission

Agenda Action Form

File #: 20-0729, **Version:** 1

Item #: P2

Meeting Type: BCC Work Session

Meeting Date: 2/11/2020

Item Status: New

From: Eddie Harper, Building Official

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Building Inspection Department - Creation of Positions

STAFF RECOMMENDATION

Take the following actions :

- 1) Create a Chief Building Inspector (PID #TBD) grade EC-07 (EC-07 range: \$44,476 - \$70,450 annually); and
- 2) Create a Permit Administrator (PID #TBD) grade EC-06 (EC-06 range: \$37,063 - \$58,709 annually); and
- 3) Approve the updated organizational chart for the Building Inspections Department; and
- 4) Approve the position descriptions for the Chief Building Inspector and Permit Administrator.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: In an effort to reorganize and build the Building Inspections Department, the Building Official respectfully requests that the above recommendations are approved.

FINANCIAL IMPACT

Total cost of recommendation: approximate salaries \$104,000.00 not currently budgeted.

Budget line item(s) to be used: 52710.5113

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

Yes

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

Additional instructions/notes: N/A

POSITION DESCRIPTION

Title: Chief Building Inspector
Department: Building Inspection Department
Job Analysis: February 2020

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Building Official, Deputy Building Official
Subordinate Staff: Building Inspectors (in absence of Deputy Building Official)
Internal Contacts: Members of Building Inspection Department, County Employees
External Contacts: Contractors, Architects, Engineers, General Public
Status: Classified/Exempt (EC-7)

Job Summary

Inspects buildings to insure compliance with the International Building Codes and other building, construction codes and ordinances. Must supervise and train Inspectors. Explains and interprets codes, ordinances, etc., as requested.

Job Domain

A. Site Inspections

1. Make inspections of old and new building structures, swimming pools, other structures to ensure that they meet approved plans, building, fire and other applicable codes and ordinances.
2. Require corrections to be made when deficiencies are discovered.
3. Assist builders and owners in determining how such corrections may be made to achieve code conformance.
4. Inspect old and dangerous structures which may be subject to condemnation especially for fire and safety hazards.
5. Check sites of demolished buildings for compliance to county requirements.
6. Make assigned inspections of a residence including foundation, roof, chimneys, floors, walls, etc., write detailed report of findings.
7. Notify owners and tenants of violations both verbally and in writing.

8. Inspect for life safety compliance and structural compliance.
9. Supervise and train Inspectors.

B. Office Duties

1. Consult with and advise persons concerning constructural matters.
2. Explain and interpret codes, specifications, trade publications, etc., as required.
3. Assist Building Official as needed.
4. Review and study building codes, revisions, directives, etc.

C. Plan Review & Evaluation

1. Review plans for compliance with electrical, mechanical, plumbing and building codes, as needed.

D. Miscellaneous

1. Provide information on building requirements in the field and by telephone.
2. Perform area surveillance for unpermitted building construction.
3. Responsible for routine maintenance on county vehicle.
4. Make inspections on Mobile Homes including tie-down, electrical connection, sewer hookup, in compliance with applicable codes.
5. Inspect temporary electric installation for compliance with Utility Companies requirement.

Knowledge, Skills, and Abilities

1. Skills to communicate effectively at all levels with all persons involved in the building trades.
2. Math skills to compute square footage, cost of permits, electrical, mechanical, plumbing requirements.
3. Skills to communicate effectively with general public and various government agencies.
4. Reading skills to understand building codes, construction reports, plans, blueprints, etc.
5. Good knowledge of all types of building construction materials and methods and stages of construction at which possible violations and defects may be most easily observed and corrected.
6. Good knowledge of International Building codes, local building codes and related laws and ordinances.
7. Ability to detect structural and other faults and to appraise for quality of construction and physical depreciation.
8. Ability to read and interpret plans and compare them with construction in progress.

9. Ability to determine inspection priorities when appropriate.
10. Ability to establish and maintain effective working relationships with builders, owners, contractors and public.
11. Ability to suggest modifications which will bring structures into code compliance.
12. Ability to work independently and to make decisions requiring technical discretion and judgment.

Other Characteristics

1. Must be willing to travel throughout the County and on technical trips.
2. Must be familiar with computer use.
3. Must supervise and train Inspectors.

Minimum Qualifications

1. Certification by the International Code Council as a Building Inspector in residential and commercial codes, required.
2. Certified as a Flood Plain Manager or obtain certification within (1) year.
3. Must have five (5) years' experience in Building Inspections and Plan Review or equivalent training and experience.
4. Must possess a valid Alabama driver license and be insurable by the County's insurance standards.

POSITION DESCRIPTION

Title: Permit Administrator

Department: Building Inspection

Job Analysis: February 2020

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Building Official, Deputy Building Official

Subordinate Staff: None

Internal Contacts: Members of Building Inspection Department, County Employees

External Contact: Building Contractors, Architects, Surveyors, General Public,
Online Software Support Team

Status: Classified/Exempt (EC-6)

Job Summary

The Permit Administrator works with software developers to create and maintain online permitting/inspection software. Additionally, this position will continually administer the permitting software, work with other departments to integrate the permitting software, train all existing and new employees on the use of the software, work with public to utilize software, and assist with Hazard Mitigation Coordinator duties.

Job Domain

A. Permitting Software

1. Work with permit software company on design and implementation.
2. Create and design all permits and inspection reports for permit software.
3. Create reports for Building Official as needed.
4. Train all personnel to utilize permit software.
5. Coordinate with Planning Department to integrate online Permitting and Planning Modules.

B. Office Duties

1. Supply reports to Building Official as needed.
2. Supply reports for all department programs as needed (i.e. CRS, Coastal, Hazard Mitigation).
3. Set-up and maintain permitting kiosk at all 3 office locations for public use of online Permit Software.

C. Miscellaneous

1. Assist with Hazard Mitigation duties, when needed.
2. Issue building, plumbing, electrical and HVAC permits, when needed.
3. Assist with Office Manager duties, when needed.
4. Assist Building Inspectors, when needed.
5. Assist public with using online permit software and general questions

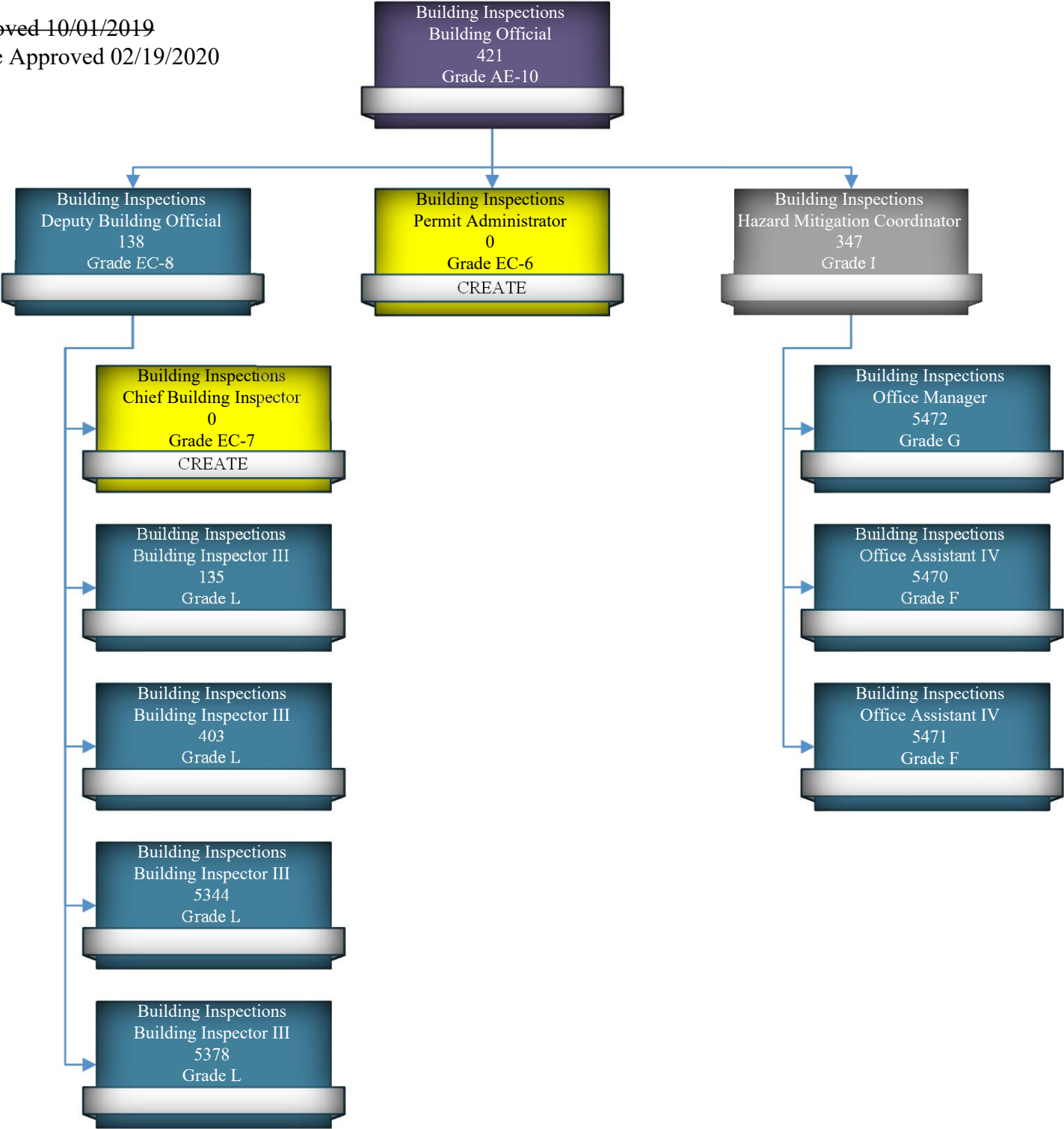
Knowledge, Skills, and Abilities

1. Skills to communicate effectively at all levels with all persons involved in the building trades.
2. Math skills to compute cost of permits.
3. Fluency in the English language, both written and verbal
4. Ability to speak with a clear, well-modulated voice and to use proper grammar.
5. Ability to quickly convey concise and accurate information.
6. Ability to respond to difficult situations with tact and diplomacy.
7. Ability to complete multiple tasks simultaneously.
8. Comprehensive skills in all Microsoft Office products as well as coding.

Minimum Qualifications

1. High School Diploma or GED required. College degree preferred.
2. Minimum two (2) years' experience in clerical, administrative, or secretarial field. (Associates degree in business may substitute for one (1) year of experience.)
3. Extensive computer knowledge in Word, Excel, PowerPoint and coding.
4. Must be registered as a Certified Permit Technician by the International Building Code Council at time of hire, or within 12 months of hire date.
5. Work experience in government desirable.

Approved 10/01/2019
To Be Approved 02/19/2020





Baldwin County Commission

Agenda Action Form

File #: 20-0730, **Version:** 1

Item #: P3

Meeting Type: BCC Work Session

Meeting Date: 2/11/2020

Item Status: New

From: Brian Peacock, CIS Director

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Communications/Information Systems Department - Position Changes

STAFF RECOMMENDATION

Take the following actions :

- 1) Abolish the Senior Systems Analyst position (PID #5004) (EC-08 range: \$53,372 - \$84,542 annually); and
- 2) Retitle the Database Administrator position (PID #5161) to Database and Application Analyst ; and
- 3) Approve a 5% increase in pay for Wayde Wilkerson, Database and Application Analyst, due to increase in duties, from EC-08 (\$59,059.52 annually) to EC-08 (\$62,013.00 annually) to be effective no sooner than March 2, 2020; and
- 4) Retitle the Software Developer position (PID #3068) to Software Developer I; and
- 5) Create a Software Developer II position (PID #TBD) (EC-08 range: \$53,372 - \$84,542 annually); and
- 6) Approve the updated organizational chart for the CIS Department; and
- 7) Approve the position descriptions for the Database and Application Analyst, Software Developer I and Software Developer II.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: In an effort to reorganize the CIS Department, the CIS Director respectfully requests that the above recommendations are approved.

FINANCIAL IMPACT

Total cost of recommendation: approximate savings of \$22,456.00

Budget line item(s) to be used: 51965.5113

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

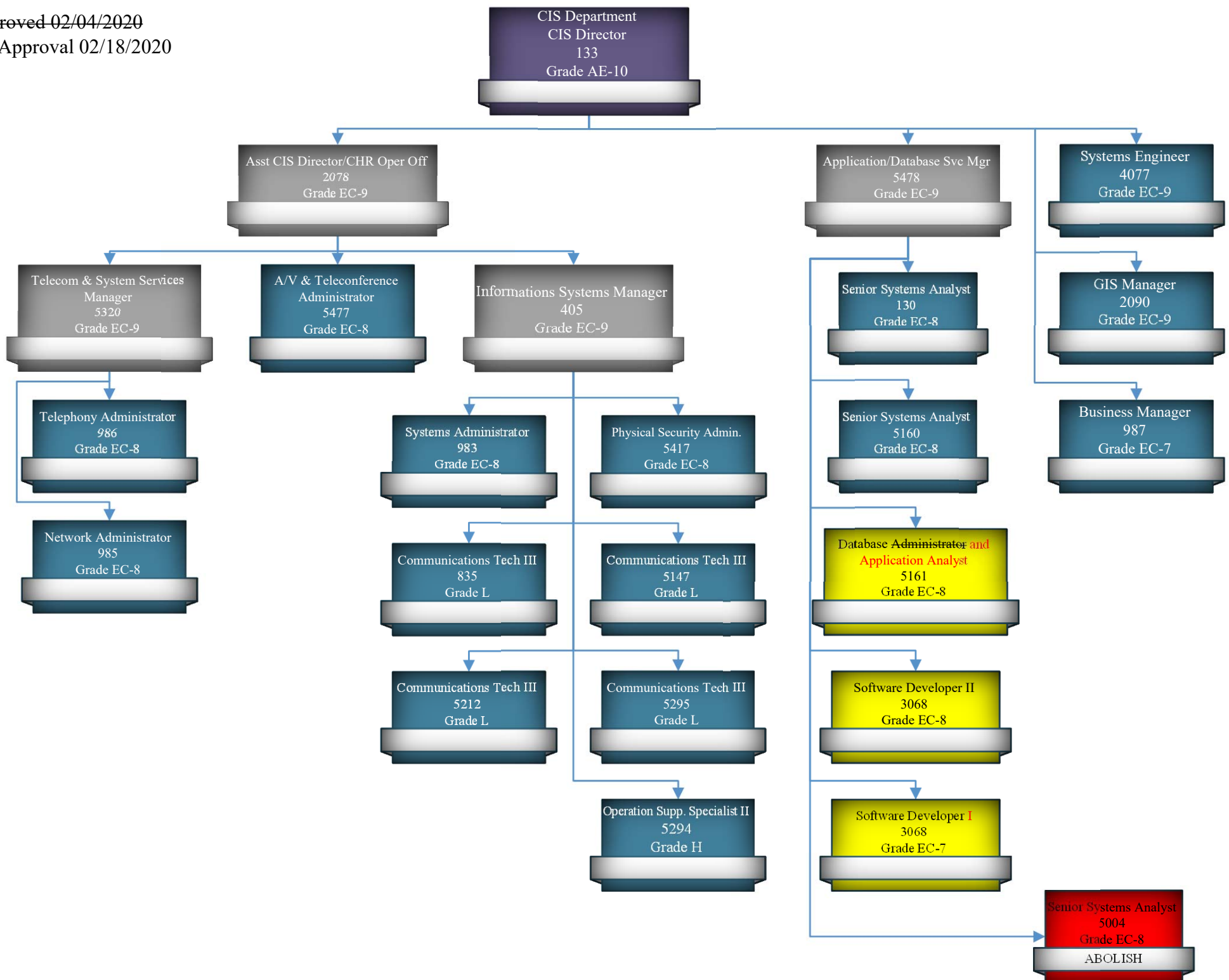
For time-sensitive follow up, select deadline date for follow up: N/A

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

Approved 02/04/2020
For Approval 02/18/2020



POSITION DESCRIPTION

Title: Database and Application Analyst

Department: Communications & Information Systems

Job Analysis: February 2020

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: CIS Director, Application and Database Services Manager

Subordinate Staff: None

Internal Contacts: County Commission, County Employees, Elected Officials, etc.

External Contacts: General Public, Vendors, Representative from other Agencies

Status: Classified/ Exempt (EC-8)

Job Summary

Provides coordination, expertise, and overall direction for the County's Database Systems. This individual is responsible for all phases of development, implementation, and maintenance of the County's Database Systems. This individual will also be working as part of the Applications Development team and help develop, maintain and support current and new in-house software applications.

Job Domains

A. Project Management

1. Develop project implementation plans and budget.
2. Coordinate internal and external resources during implementation of project with emphasis on keeping project on schedule and within budget.
3. Develop reports and presentations.

B. Database Administration

1. Maintain the overall strategy and plans for Database Systems.
2. Coordinate Database Master Plan and Meta Dictionary.
3. Develop Enterprise-wide data standards and best practices.
4. Develop and implement distributed data maintenance plans.

5. Develop and implement quality control procedures for data development.
6. Responsible for installation, maintenance, and technical support.
7. Responsible for problem resolution, capacity planning, and performance tuning.
8. Administer the technical design, testing, and implementation of databases.
9. Coordinate with Systems Administrators to ensure backup procedures are defined, documented, and implemented for full database recoveries.
10. Provide technical assistance to the user community and applications support staff.
11. Develop Database Security Plans and coordinate with Systems Administrators to ensure they are followed.

C. System Analysis and Design

1. Research and determine best solution(s) to meet defined needs.
2. Perform Application/System design as required.
3. Provide expert analysis and decisions on functions associated with software and hardware configuration of the system(s).
4. Ensure industry and departmental standards are enforced pertaining to labeling, naming conventions, methods, and documentation.

D. Application Development and Implementation

1. Perform application programming in accordance with design specifications.
2. Test applications for performance and usability.
3. Implement applications into production environment.
4. Develop technical and user documentation.
5. Conduct and/or coordinate user training classes as required.
6. Perform applications and systems maintenance as required.

E. SharePoint Functions, Duties and Responsibilities

1. Supports Intranet sites built on SharePoint 2010 and later.
2. Manages system security, system patching and upgrades.
3. Deploys custom developed and third-party SharePoint solution packages.
4. Configures SharePoint services and settings.
5. Documents SharePoint configuration and architecture.
6. Manages site quotas and file size limits.
7. Reviews and monitoring usage reports.
8. Manages content databases and creating new ones as required.
9. Administers and maintains sites and sub-sites.
10. Manages security for sites and sub-sites.
11. Manages the site layout structure and content.
12. Provides SharePoint support to end users.
13. Provides Microsoft Project support to project leaders.

F. Systems Administration, Maintenance and Operations

1. Develop and implement system backup, disaster recovery, and integrity plans for database systems.
2. Develop security plans (physical and systems based) for database systems.
3. Administer user security for database systems as required.
4. Develop and implement maintenance plans for database systems.
5. Perform capacity planning and performance monitoring on database systems.
6. Coordinate with other CIS staff and provide supervision as required on a project basis.
7. Coordinate installation and maintenance service performed by outside service providers.
8. Perform programming of Computer Servers and related devices as required.
9. Perform maintenance and upgrades to Computer Servers and related devices as required.
10. Perform Level III Help Desk support to CIS Staff and end users as required.
11. Ensure industry and departmental standards are enforced pertaining to wiring, labeling, naming conventions, methods, and documentation.
12. Conduct and/or coordinate user training classes as required.

Knowledge, Skills, and Abilities

1. Thorough knowledge of database design and administration methodologies.
2. Thorough knowledge of Microsoft SQL Server setup and administration.
3. Thorough knowledge of systems analysis and design methodologies.
4. Thorough knowledge of desktop computer systems and computer peripheral equipment.
5. Good knowledge of Object-Oriented Programming methodologies.
6. Good knowledge of computer server operating systems and computer networks.
7. Good knowledge of TCP/IP.
8. Good knowledge of Local and Wide Area data communications.
9. Good knowledge of project management principles, including budgeting.
10. Some knowledge of Internet HTTP server setup and administration.
11. Ability to plan and organize work in order to set priorities and meet deadlines.
12. Ability to relate highly technical issues and respond to questions at a layman's level of understanding.
13. Ability to communicate effectively, both orally and in writing.
14. Ability to establish and maintain effective working relationships with department heads and other employees.
15. Ability to supervise the work of others.

Other Characteristics

1. Must be willing to travel and stay overnight as required.
2. Must be willing to work nonstandard hours, including weekends and overtime.
3. Must be willing to attend additional training, skills development, and other self-improvement courses as deemed necessary by supervisor.

Minimum Qualifications

4. Should possess a Bachelor of Science Degree in Computer Science, Information Technology, or a closely related field; or combination of education and experience equivalent to these requirements.
5. Should possess Microsoft MCTS (SQL Server) Certification or equivalent experience.
6. Should have training and experience with ESRI ArcSDE.
7. Working knowledge with basic JavaScript, HTML, jQuery, CSS.
8. Experience C# /.NET, preferred.
9. Experience in MVC, Bootstrap, preferred.
10. Experience with Microsoft Visual Studio environment, preferred.
11. Experience with databases and Object-Relational Mapping, preferred.
12. Experience with Microsoft SQL Server Database and SSRS, SSIS, preferred.
13. Experience with Microsoft Internet Information Server (IIS), preferred.

POSITION DESCRIPTION

Title: Software Developer **I**

Department: Communications & Information Systems

Job Analysis: May 2018, **February 2020**

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: CIS Director, **Application and Database Services Manager**

Subordinate Staff: None

Internal Contacts: County Commission, County Employees, Elected Officials, etc.

External Contacts: General Public, Vendors, Representative from other Agencies

Status: Classified/ Exempt (EC-7)

Job Summary

Responsible for programming and maintaining in-house software and applications. This position will also help develop products for other agencies and departments within Baldwin County Commission and offer excellent technical support and will monitor and update the County's existing website to ensure that it addresses the needs of our citizens in a manner that is easy to navigate.

Additionally, the Software Developer I is responsible for building and implementing functional, efficient programs that the user needs while assisting other developers throughout the software development life cycle. This position requires to be a team player with keen eye for detail and problem-solving skills.

Job Domains

A. Application Development and Implementation

1. Perform application programming in accordance with design specifications.
2. Test applications for performance and usability.
3. Implement applications into production environment.
4. Develop technical and user documentation.
5. Conduct and/or coordinate user training classes as required.

6. Perform applications and systems maintenance as required.

B. Website Coordination

1. Monitor, update and improve performance of County website.
2. Ensure that the County website and the CRM knowledgebase are properly linked.
3. Possess technical expertise to answer questions about and troubleshoot problems with the County website.
4. Communicate citizen needs to each department and work with personnel in each department to address those needs on County website.
5. Develop and maintain ADOBE fillable forms.

Knowledge, Skills, and Abilities

1. Ability to work independently and multi-task effectively.
2. Demonstrated knowledge and understanding of projects from the perspective of both client and business.
3. Strong skills in attention to detail.
4. Ability to learn new programming languages and technologies.
5. Excellent communication skills, both orally and in writing.
6. Skills in resourcefulness and troubleshooting aptitude.

Other Characteristics

1. Must be willing to travel and stay overnight as required.
2. Must be willing to work nonstandard hours, including weekends and overtime.
3. Must be willing to attend additional training, skills development, and other self-improvement courses as deemed necessary by supervisor.
4. Flexible and willing to accept a change in priorities as necessary.

Minimum Qualifications

1. Possess an Associate's Degree from a recognized college or university in Computer Science, Information Technology, Graphic Design, or a closely related field; or a combination of education and experience equivalent to these requirements.
2. Two (2) years' experience in a combination of communications, information technology, web development or related field. In addition, at least one (1) year of experience in government desired.
3. Working knowledge with basic JavaScript, HTML, jQuery, CSS.
4. Experience C# /.NET, preferred.
5. Experience in MVC, Bootstrap, preferred.
6. Experience with Microsoft Visual Studio environment, preferred.
7. Experience with databases and Object-Relational Mapping, preferred.
8. Experience with Microsoft SQL Server Database and SSRS, SSIS, preferred.
9. Experience with Microsoft Internet Information Server (IIS), preferred.

POSITION DESCRIPTION

Title: Software Developer II

Department: Communications & Information Systems

Job Analysis: February 2020

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: CIS Director, Application and Database Services Manager

Subordinate Staff: None

Internal Contacts: County Commission, County Employees, Elected Officials, etc.

External Contacts: General Public, Vendors, Representative from other Agencies

Status: Classified/ Exempt (EC-8)

Job Summary

Responsible for developing, maintaining and supporting current and new in-house software applications that are used daily by other agencies and departments within Baldwin County Commission. The Software Developer II must have a solid foundation in programming. An understanding of front-end technologies and help update, support and maintain the County's existing website.

Additionally, the Software Developer II is responsible for leading the development and implementing projects while working with other developers throughout the software development life cycle. This position requires a team player with keen eye for detail and problem-solving skills.

Job Domains

A. Website Coordination

1. Monitor, update and improve performance of County website.
2. Ensure that the County website and the CRM knowledgebase are properly linked.
3. Possess technical expertise to answer questions about and troubleshoot problems with the County website.

4. Communicate citizen needs to each department and work with personnel in each department to address those needs on County website.
5. Develop and maintain ADOBE fillable forms.

B. Project Management

1. May be required to develop project plans which will include budget.
2. Coordinate internal and external resources during implementation of project with emphasis on keeping project on schedule and within budget.
3. Develop reports and presentations.

C. System Analysis and Design

1. Research and determine best solution(s) to meet defined needs.
2. Perform Application/System design as required.
3. Provide expert analysis and decisions on functions associated with software and hardware configuration of the system(s).
4. Ensure industry and departmental standards are enforced pertaining to labeling, naming conventions, methods, and documentation.

D. Application Development and Implementation

1. Perform application programming in accordance with design specifications.
2. Test applications for performance and usability.
3. Implement applications into production environment.
4. Develop technical and user documentation.
5. Conduct and/or coordinate user training classes as required.
6. Perform applications and systems maintenance as required.

E. Systems Administration, Maintenance, and Operations

1. Develop security plans for systems as required.
2. Manage server-based software applications and systems as required.
3. Perform capacity planning and performance monitoring on systems as required.

Knowledge, Skills, and Abilities

1. Thorough knowledge of database design and administration methodologies.
2. Thorough knowledge of systems analysis and design methodologies.
3. Thorough knowledge of Object-Oriented Programming and SOLID methodologies.
4. Thorough knowledge of desktop computer systems and computer peripheral equipment.
5. Good knowledge of computer operating systems and computer networks.
6. Good knowledge of Local and Wide Area data communications.
7. Some knowledge of TCP/IP.
8. Some knowledge of Internet HTTP server setup and administration.
9. Thorough knowledge of project management principles, including budgeting.

10. Ability to apply software and hardware technology to solve user problems and information needs.
11. Ability to plan and organize work in order to set priorities and meet deadlines.
12. Ability to relate highly technical issues and respond to questions at a layman's level of understanding.
13. Ability to communicate effectively, both orally and in writing.
14. Ability to establish and maintain effective working relationships with department heads and other employees.
15. Ability to supervise the work of others.

Other Characteristics

1. Must be willing to travel and stay overnight as required.
2. Must be willing to work nonstandard hours, including weekends and overtime.
3. Must be willing to attend additional training, skills development, and other self-improvement courses as deemed necessary by supervisor.
4. Flexible and willing to accept a change in priorities as necessary.

Minimum Qualifications

1. Possess an bachelor's degree from a recognized college or university in Computer Science, Information Technology, Graphic Design, or a closely related field; or a combination of education and experience equivalent to these requirements.
2. Three (3) years' experience in a combination of communications, information technology, web development or related field. In addition, at least one (1) year of experience in government desired.
3. Working knowledge with basic JavaScript, HTML, jQuery, CSS.
4. Experience C# /.NET, preferred.
5. Experience in MVC, Bootstrap, preferred.
6. Experience with Microsoft Visual Studio environment, preferred.
7. Experience with databases and Object-Relational Mapping, preferred.
8. Experience with Microsoft SQL Server Database and SSRS, SSIS, preferred.
9. Experience with Microsoft Internet Information Server (IIS), preferred.



Baldwin County Commission

Agenda Action Form

File #: 20-0727, **Version:** 1

Item #: P4

Meeting Type: BCC Work Session

Meeting Date: 2/11/2020

Item Status: New

From: Cian Harrison, Clerk Treasurer

Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Finance and Accounting Department- Position Changes

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the reclassification the Accounts Payable Technician positions (#845 and #1064) from grade G (grade G range: \$26,971.36 - \$44,231.20 annually) to Grade I (grade I range: \$32,508.32 - \$53,239.68 annually); and
- 2) Approve the reclassification of Alice Bonner, Accounts Payable Technician, from G-19 (\$20.746 per hour / \$43,151.68 annually) to grade I-12 (\$21.007 per hour / \$43,694.56 annually) to be effective no sooner than March 3, 2020; and
- 3) Approve the employment of Judy Jones to fill the open Accounts Payable Technician position (PID #1064) at a grade I-EL (\$15.629 per hour / \$32,508.32 annually); and
- 5) Approve the updated organizational chart for the Finance and Accounting Department; and
- 6) Approve the updated position descriptions for the Accounts Payable Technician.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: In an effort to recruit and retain employees for this position, the Clerk Treasurer respectfully requests that the above recommendations are approved.

FINANCIAL IMPACT

Total cost of recommendation: \$2,589.60 overall savings (cost of \$5,414.24 with previous savings of \$8,003.84)

Budget line item(s) to be used: 51700.5113

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

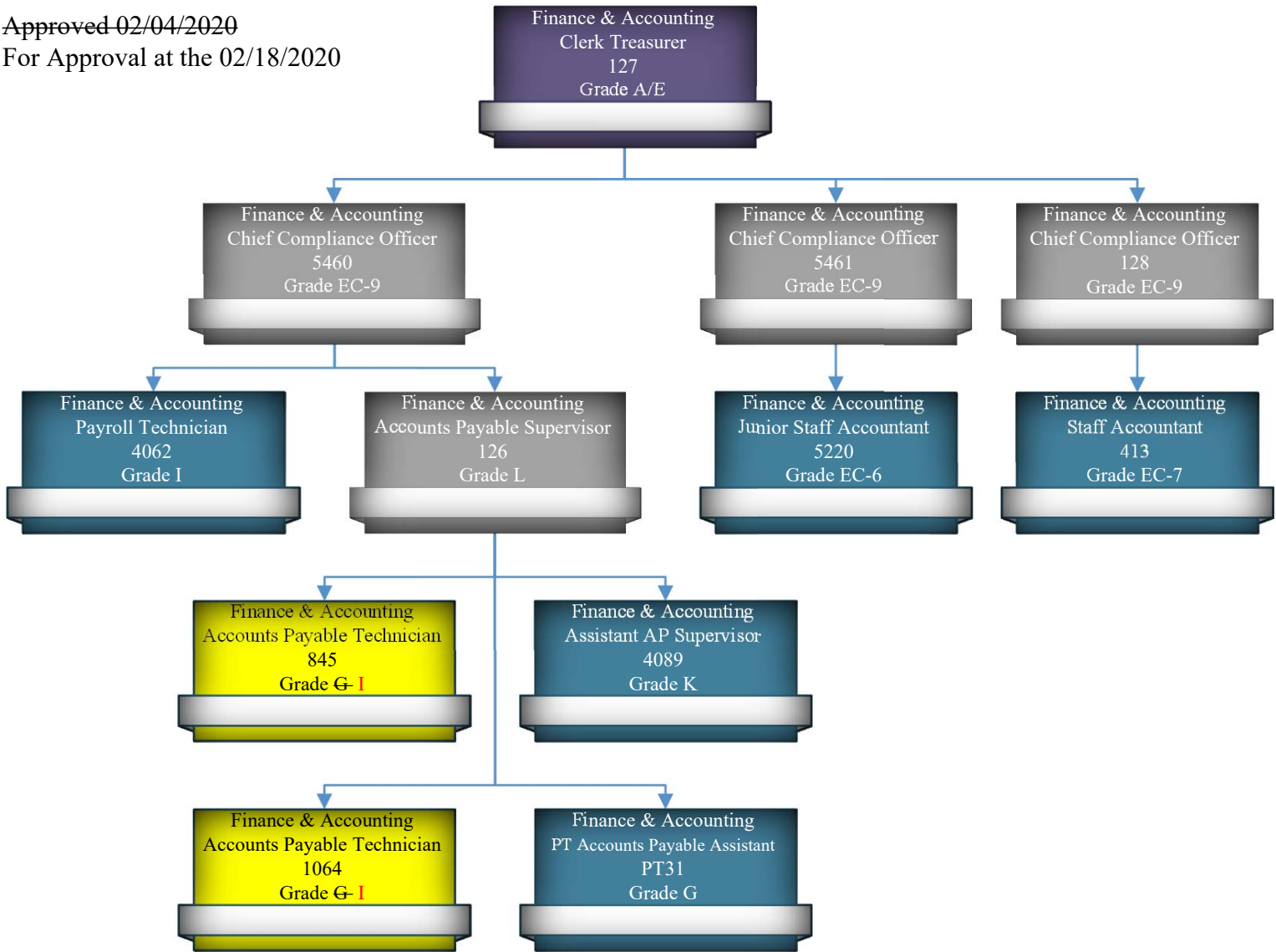
For time-sensitive follow up, select deadline date for follow up: N/A

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

Approved 02/04/2020
For Approval at the 02/18/2020



POSITION DESCRIPTION

Title: Accounts Payable Technician

Department: Finance & Accounting

Job Analysis: January 1986, February 2011, September 2011, **February 2020**

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Senior Accountant and Accounts Payable Supervisor

Subordinate Staff: None

Internal Contacts: Commission Staff

External Contacts: All County Departments and Vendors

Salary Grade: Classified/Non-Exempt ~~(G)~~ **(I)**

Job Summary

Arranges for payment of all purchase orders approved by the Commission. Maintains account payable claims file and purchase order file. Types miscellaneous letters, forms and reports.

Job Domains

A. Accounting and Financial

1. Receives invoices and statements, and attaches to corresponding purchase orders.
2. Verifies invoices with purchase orders to ensure proper charges.
3. Makes necessary adjustments to invoices.
4. Prepares claims to provide authorization for payment.
5. Prepares payment report for Commissioners' approval detailing department charges and items and/or services purchased, then pays bills once approved.
6. Writes check and forwards to vendors.
7. Enters claims data on data processing system.
8. Receipts and deposits county funds in proper accounts on a daily basis.

B. Filing and Records Management

1. Maintains accounts payable claim file by vendor name and date of purchase

2. Maintains unpaid purchase order files by vendor name and date.
3. Files paid invoices, with purchase order and receiving documentation attached to invoice, in permanent file by voucher number.

C. Typing and Stenographic

1. Types accounts payable reports.
2. Types checks for accounts payable.
3. Composes and types correspondence to vendors.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job.)

1. Skills to communicate effectively with office staff and general public.
2. Math skills to perform basic accounting and bookkeeping operations.
3. Skills to prepare reports, complete forms, and to compose letters.
4. Skills to read and understand written instructions, manuals and correspondence.
5. Ability to operate office machines such as calculator, computer terminal and copy machine.
6. Basic knowledge of bookkeeping and accounting procedures and principles.
7. Knowledge of general office procedures.
8. Ability to work independently with little supervision.
9. Knowledge of departmental policies and procedures and ability to apply them to work problems.

Minimum Qualifications

1. High school diploma or G.E.D.
2. Two (2) years accounting experience.
3. Accounts Payable and Accounts Receivable experience desired.
4. Experience with computerized accounting systems desired.

Other Characteristics

1. Possess valid Alabama driver's license.
2. Willing to work overtime, nonstandard hours, weekends and holidays as required to complete work assignments.
3. Willing to travel out of County as needed.
4. Willing to attend meetings, conferences, workshops, and training sessions as related in assigned work area.



Baldwin County Commission

Agenda Action Form

File #: 20-0731, **Version:** 1

Item #: P5

Meeting Type: BCC Work Session

Meeting Date: 2/11/2020

Item Status: New

From: Terri Graham, Development and Environmental Director
Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Solid Waste Department - Position Change

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve a 5% increase in pay for Susan Kilby, Customer Service Manager (#5193) grade EC-07 (\$52,835.80 annually) to EC-07 (\$55,477.59 annually), due to increase in position duties, to be effective no sooner than March 2, 2020; and
- 2) Approve the updated position description for Customer Service Manager.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Customer Service Manager position has had an increase in duties over time. The Development and Environmental Director respectfully requests that the above recommendation is approved.

FINANCIAL IMPACT

Total cost of recommendation: \$2,641.79 over budgeted amount

Budget line item(s) to be used: 54801.5113

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

N/A

Additional instructions/notes: N/A

POSITION DESCRIPTION

Title: Customer Service Manager

Department: Solid Waste

Job Analysis: October 2015, September 2017, **February 2020**

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports To: Development & Environmental Director

Subordinate Staff: Billing Account Specialists I and II, Dispatchers

Internal Contacts: Solid Waste staff, Officials, Budget & Purchasing Department; Accounting, Personnel, Building Maintenance, Legal Department & CIS

External Contacts: General Public, Customers, State Agencies, Local Municipalities, Utility Companies

Status: Classified/Exempt (EC-7)

Job Summary

The Customer Service Manager position is responsible for the front line customer service for the Solid Waste Department. This position oversees a high volume of calls to process customer account inquiries, requests and payments and provides all aspects of customer service to include, but not limited to: activating new accounts, terminating accounts, completing applications, processing all incoming mail, processing exemptions, moves and changes and resolving customer complaints and problems. Position is involved and oversees the initial debt collection processes and ensures accounts are maintained in an auditable state ready to turn over to the Solid Waste Officers if the need arises. This position is also responsible for maintaining account notes and documenting phone conversations and written requests, works with the compliance team and helps coordinate route audits, dispatch functions, inventory management, and all other compliance functions.

Job Domains

A. Filing and Records Management

1. Develop, coordinate and conduct training and evaluation of employees.

B. Operations Responsibilities

1. Create agenda action items as required or needed.
2. Review and analyze reports and procedures to develop strategies for maximizing efficiencies within the department.

C. Personnel/Management

1. Verifies and processes payroll.
2. Direct subordinates in accordance with all applicable state and local laws and ordinances.
3. Supervises the day to day functions of the compliance team for the solid waste department.
4. Oversees dispatching for the bulky and yard debris, cart and investigative service orders.

Knowledge, Skills, and Abilities

1. Skills to communicate effectively with office staff, general public and elected officials.
2. Skills to prepare reports, complete forms and compose letters.
3. Skills to understand written instructions, manuals and correspondence.
4. Ability to assign tasks and supervise/evaluate employee.
5. Ability to operate office machines such as calculator, computer, copy machine, fax machine and typewriter.
6. Knowledge of EnCore computer software.
7. Knowledge of J. D. Edwards accounting program.
8. Knowledge of the AS400 System.
9. Knowledge of Word, Excel, Access, Power Point and Organizer.

Other Characteristics

1. Willing to travel and attend workshops and seminars.
2. Willing to work nonstandard hours to meet deadlines.

Minimum Requirements

1. Valid driver's license and be insurable by the County's insurance standards.
2. Associate degree or equivalent.
3. Two (2) years' experience in accounting/bookkeeping.
4. Any equivalent combination of experience and training that provides the knowledge, skills and abilities necessary to perform the work.
5. Solid Waste Accounts Receivable experience desired.
6. Experience with computerized accounting systems desired.
7. Experience in service oriented field with heavy customer service preferred.
8. Bondable by County insurance.



Baldwin County Commission

Agenda Action Form

File #: 20-0493, **Version:** 1

Item #: R1

Meeting Type: BCC Work Session

Meeting Date: 2/11/2020

Item Status: New

From: Wayne Dyess, County Administrator; Linda Lee, Planner

Submitted by: Victoria Key, Administrative Support Specialist

ITEM TITLE

Baldwin County Commission District No. 2 Planning (Zoning) District Board of Adjustment (Greater Eastern Shore Baldwin County Area) - Board Appointment(s)

STAFF RECOMMENDATION

Related to the Baldwin County Commission District No. 2 Planning (Zoning) District Board of Adjustment (Greater Eastern Shore Baldwin County Area), take the following actions:

- 1) Reappoint Mr. Blayne G. Pierce as a regular member (Planning District 10 designee) for a three (3) year term, said term continuing from November 7, 2019, and expiring on November 7, 2022; and
- 2) Reappoint Mr. Kenneth Mark Frenette, Jr. as an alternate member (Planning District 10 Designee) for a three (3) year term, said term continuing from November 7, 2019, and expiring on November 7, 2022.

BACKGROUND INFORMATION

Previous Commission action/date: July 16, 2019 - Last BCC action.

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. 2017-719 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 if 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 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 if 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.

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:

Mr. Blayne G. Pierce
3 Armadillo Run
Daphne, Alabama 36526

Mr. Kenneth Mark Frenette, Jr.
33812 Boardwalk Drive
Spanish Fort, Alabama 36527

cc: Linda Lee
Vince Jackson

Additional instructions/notes: N/A

Victoria Key

From: Linda Lee
Sent: Thursday, January 23, 2020 3:27 PM
To: Victoria Key
Cc: Anu Gary; Monica English; Tawanda Gulley; Miranda N. McKinnon; Barbara Pate
Subject: BCC District 2 BOA Re-appointments
Attachments: Blayne Pierce Certifications.pdf; Mark Frenette Certifications.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Victoria,

Please place the items below on the next available agenda for consideration. Commissioner Davis has given his approval per Michelle. Attached are the certifications and checklist for each. Please let me know if you need any other information.

BOA #2

Planning District 10

Blayne G. Pierce **(REAPPOINT AS REGULAR MEMBER)**
3 Armadillo Run
Daphne, AL 36526
Telephone: (251) 626-6316

Kenneth Mark Frenette, Jr. **(REAPPOINT AS ALTERNATE MEMBER TO BLAYNE PIERCE)**
33812 Boardwalk Drive
Spanish Fort, AL 36527
Telephone: (251) 377-9058

Thank you,

Linda Lee

Planner
Baldwin County Planning & Zoning Dept.
201 East Section Avenue
Foley, AL 36535
Tel: (251) 972-8523
Fax: (251) 972-8520
E-mail: llee@baldwincountyal.gov

CERTIFICATION OF BOARD OF ADJUSTMENT MEMBER

The *Code of Alabama, 1975, Section 45-2-261.10* specifically prohibits the following from serving on County Boards of Adjustment:

Not more than one (1) member of a Board of Adjustment shall be directly engaged in real estate sales, development, or construction or any directly related field.

(This pertains to both regular and alternate members combined)

Please check all that apply:

_____ I am actively engaged in real estate sales and hold a real estate and/or broker license.

_____ I am actively engaged in development (land developer).

_____ I am actively engaged in construction (contractor's license).

X I am **NOT** actively engaged in any of the above or any related field.

I hereby certify with my signature that I am eligible to be a member of the Board of Adjustment for the Baldwin County Commission (Planning and Zoning) in that I meet the qualifications established by the *Code of Alabama, 1975, Section 45-2-261.10*.

Blayne Pierce

Name (Please Print)

Blayne Pierce

Signature

12/5/2019

Date

Victoria Key

From: Linda Lee
Sent: Thursday, January 23, 2020 3:27 PM
To: Victoria Key
Cc: Anu Gary; Monica English; Tawanda Gulley; Miranda N. McKinnon; Barbara Pate
Subject: BCC District 2 BOA Re-appointments
Attachments: Blayne Pierce Certifications.pdf; Mark Frenette Certifications.pdf

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BOA #2

Planning District 10

Blayne G. Pierce **(REAPPOINT AS REGULAR MEMBER)**
3 Armadillo Run
Daphne, AL 36526
Telephone: (251) 626-6316

Kenneth Mark Frenette, Jr. **(REAPPOINT AS ALTERNATE MEMBER TO BLAYNE PIERCE)**
33812 Boardwalk Drive
Spanish Fort, AL 36527
Telephone: (251) 377-9058

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

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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*.

Kenneth Mark Frenette, Jr.

Name (Please Print)


Signature

11/04/19
Date

BALDWIN COUNTY COMMISSION DISTRICT #2 PLANNING (ZONING) DISTRICT BOARD OF ADJUSTMENT [Greater Eastern Shore Baldwin County Area]

General Board Information:

Appointed by Baldwin County Commission.

Board of Adjustment shall consist of five 'Regular' members (& five corresponding 'Alternate' members) and not more than the same number of 'Regular' members (& corresponding number of 'Alternate' members) as the number of 'zoned' Planning Districts within the jurisdiction of the Board of Adjustment.

[Note: as of November 7, 2006, as amended on November 21, 2006, the jurisdiction of this Board of Adjustment includes Planning Districts 10, 14, 15, 16, 17, 26 & 28; however, as of November 7, 2006, as amended on November 21, 2006, and of said foregoing number Planning Districts, only the following are 'zoned' Planning Districts at this time: 10, 15, 16, 26 & 28].

At least one 'Regular' member (& corresponding 'Alternate' member) shall be from each Planning District within the jurisdiction of the Board of Adjustment.

Term of each "Regular" member (& corresponding "Alternate" member) is three (3) years with each respective term of office corresponding exactly for each Planning District representative [i.e. each corresponding Planning District "Regular" and "Alternate" member has the exact same term of office] [Note: Upon the initial appointment of members at the November 7, 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. 2.

No more than 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

PLANNING DISTRICT	MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXP. DATE
Regular Planning District 10 Designee	Blayne G. Pierce 3 Armadillo Run Spanish Fort, AL 36527 REGISTERED VOTER Not actively involved in real estate	Reappointed 07/17/2018 for a pro-rata reduced term continuing from 11/07/2016	3 years	11/07/2019
Alternate Planning District 10 Designee	Kenneth Mark Frenette, Jr. 33812 Boardwalk Drive Spanish Fort, AL 36527 REGISTERED VOTER Actively engaged in real estate sales and hold a real estate and/or broker license	Appointed 07/02/2019 to fill the vacant place seat formerly held by Richard T. Darden, for a pro-rata reduced term	3 years	11/07/2019
Regular Planning District 15 Designee	Brandon Bias 9102 Parliament Circle Daphne, AL 36526 REGISTERED VOTER Not actively involved in real estate	Reappointed 07/02/2019 for a term continuing from 11/07/2018	3 years	11/07/2021
Alternate Planning District 15 Designee	VACANT	02/19/2013 Accepted the resignation of Karen Doss	3 years	11/07/2012

BALDWIN COUNTY COMMISSION DISTRICT #2 PLANNING (ZONING) DISTRICT BOARD OF ADJUSTMENT – Cont.

PLANNING DISTRICT	MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXP. DATE
Regular Planning District 16 Designee	VACANT	07/17/2012 Accepted the resignation of Lois Boykin upon the relocation of her residence outside Planning Dist. 16, resignation effective 06/11/2012	3 years	11/07/2012
Alternate Planning District 16 Designee	VACANT	01/19/2016 Thanked William D. Stewart for his prior service, term expired 11/07/2015	3 years	11/07/2015
Regular Planning District 26 Designee	Mary Shannon Hope 16015 Scenic Highway 98 Post Office Box 1009 (mailing) Point Clear, Alabama 36564 REGISTERED VOTER Not actively involved in real estate	Appointed 07/16/2019 to fill the vacant place seat formerly held by Carl Torbert for a pro-rata reduced term	3 years	11/07/2020
Alternate Planning District 26 Designee	Gary D. E. Cowles 12593 County Road 1 Fairhope, AL 36532 REGISTERED VOTER Not actively involved in real estate	Reappointed 07/17/2018 for a pro-rata reduced term continuing from 11/07/2017	3 years	11/07/2020
Regular Planning District 28 Designee	Michael Cochran 206 Black Oak Way Daphne, AL 36526 REGISTERED VOTER Not actively involved in real estate	Reappointed 07/17/2018 for a pro-rata reduced term continuing from 11/07/2017	3 years	11/07/2020
Alternate Planning District 28 Designee	Norman E. Bragg 210 Black Oak Way Daphne, AL 36526 REGISTERED VOTER Not actively involved in real estate	Reappointed 07/17/2018 for a pro-rata reduced term continuing from 11/07/2017	3 years	11/07/2020

*The original members of the Baldwin County Commission District No. 2 Planning (Zoning) District Board of Adjustment were formally appointed during the November 7, 2006, Baldwin County Commission meeting.

*During the November 7, 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, the individual Planning (Zoning) District Boards of Adjustment for Planning (Zoning) Districts 16, 26 & 28, stand dissolved.

REVISED: 07/16/2019 met



Baldwin County Commission

Agenda Action Form

File #: 20-0527, **Version:** 1

Item #: R2

Meeting Type: BCC Work Session

Meeting Date: 2/11/2020

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Miranda N. McKinnon, Administrative Support Specialist IV

ITEM TITLE

DSD Services Group, LLC - Consulting in the Form of Specialized Professional Services Contract

STAFF RECOMMENDATION

Approve the Professional Services Contract between the Baldwin County Commission and DSD Services Group, LLC, a limited liability corporation organized and existing under the laws of the State of Alabama and doing business as "DSD Services Group," for consulting support in the form of Specialized Professional Services related specifically to the RESTORE Act and related Deepwater Horizon Oil Spill Restoration Activities.

The Term of this Agreement shall commence on February 18, 2020, and shall continue thereafter for twelve (12) months, with the option to extend the Agreement for an additional term of twelve (12) months, said option to be executed by the Chairman, upon such terms as may be agreed upon by both parties. This Agreement shall be subject to cancellation or termination by either party, with or without cause, upon (30) days written notice to the other.

BACKGROUND INFORMATION

Previous Commission action/date: February 19, 2019

Background:

Previous Commission action related to DSD Services Group Contract:

February 19, 2019 - Approved the first twelve (12) month extension of the Professional Services Contract between the Baldwin County Commission and DSD Services Group, LLC, a limited liability corporation organized and existing under the laws of the State of Alabama and doing business as "DSD Services Group," for consulting support in the form of Specialized Professional Services related specifically to the RESTORE Act and related Deepwater Horizon Oil Spill Restoration Activities.

The Term of this Agreement Extension commenced on March 6, 2019, and shall continue thereafter for twelve (12) months, with the option to extend the Agreement for one additional term of twelve (12) months, said option to be executed by the Chairman, upon such terms as may be agreed upon by

both parties. This Agreement is subject to cancellation or termination by either party, with or without cause, upon (30) days written notice to the other.

February 6, 2018 - The Commission approved a new Professional Services Contract with DSD Services Group, LLC. The contract commenced upon its full execution on March 6, 2018, and will expire on March 6, 2019. At this time, the Commission can extend the current contract for a 12-month period if they elect to do so.

June 21, 2016 - The Commission approved the initial contract between the Baldwin County Commission and DSD Services Group, LLC for consulting support in the form of Specialized Professional Services related specifically to the RESTORE Act and related Deepwater Horizon Oil Spill Restoration Activities.

February 7, 2017 - The Commission approved the first 6-month extension of the Professional Services Contract. The extension commenced upon its full execution on February 7, 2017, and expired on August 9, 2017.

August 1, 2017 - The Commission approved the second and final extension of the Professional Services Contract. The extension commenced upon its full execution on August 9, 2017, and expired on February 9, 2018.

FINANCIAL IMPACT

Total cost of recommendation: not to exceed \$2,000.00 a month (\$24,000.00 annually) without prior Commission approval

Budget line item(s) to be used: 51990.5150.005 (budgeted \$30,000.00 for Fiscal Year 2020)

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

LEGAL IMPACT

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

Yes, County Attorney will review before Baldwin County Commission approval.

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: Correspondence to:

Mr. Daniel S. Dealy
Principal Manager
DSD Services Group, LLC
27634 Oakachoy Loop
Daphne, Alabama 36526

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

Additional instructions/notes: N/A

**STATE OF ALABAMA
COUNTY OF BALDWIN**

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("Agreement") made and entered into by and between the DSD Services Group, LLC, a limited liability corporation organized and existing under the laws of the State of Alabama and doing business as "DSD Services Group" ("CONSULTANT"), and the BALDWIN COUNTY COMMISSION, the honorable county governing body of Baldwin County, Alabama ("COMMISSION") as follows:

WHEREAS, COMMISSION Policy 8.12 only allows the County Engineer to engage the professional services of CONSULTANT which will not exceed \$5,000.00 annually as paid to CONSULTANT by the COMMISSION without an approved contract; and

WHEREAS, the COMMISSION is the only entity that can approve contracts; and

WHEREAS, due to the breadth and complexity of restoration activities associated with environmental and economic programs and agencies involved with the Deepwater Horizon oil spill, and,

WHEREAS, the COMMISSION'S role as voting member of the Alabama Gulf Coast Restoration Council (the "Alabama Council" or "AGCRC"), an unincorporated organization established by the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (the "Act") as set forth in 33 USC § 1321(t)(I)(F)(i)(I), will involve significant coordination, communication, liaison, and planning for use of restoration funding from multiple sources; and,

WHEREAS, the COMMISSION recognizes a need for Consulting Support in the form of Specialized Professional Services related specifically to RESTORE Act and related Deepwater Horizon Oil Spill Restoration Activities, it has come to the attention of the County Engineer that the engagement of CONSULTANT'S professional services will exceed \$5,000.00 annually requiring the COMMISSION to approve a contract with CONSULTANT consistent with COMMISSION Policy 8.12; and

WHEREAS, CONSULTANT is engaged in the business of project and program management and planning consultation with regard to public-private coordination of capital economic and environmental projects, programs, and master plans; and,

WHEREAS, CONSULTANT has been engaged since April 2010 and developed unique professional experience with activities involving the Deepwater Horizon oil spill and restoration activities; and,

WHEREAS, CONSULTANT agrees to provide his unique capacity in professional program management services relative thereto and as set forth herein.

**STATE OF ALABAMA
COUNTY OF BALDWIN**

NOW, THEREFORE, for and in consideration of the premises and other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto do AGREE as follows:

I. The COMMISSION does hereby engage CONSULTANT to provide professional services in the COMMISSION's interest, as follows:

The Scope of Services for Consulting Support – Specialized Program Management Services related to RESTORE Act and related Deepwater Horizon Oil Spill Restoration Activities includes, but may not be limited to:

1. Monitoring activities and events,
2. Representation at meetings, telephone conferences, briefings,
3. Liaison & Intergovernmental Affairs,
4. Consultation regarding programs; science, technologies and procedures; project relationships, readiness and status; regulatory requirements and guidelines,
5. Support the Chairman, Baldwin County Commission's seat on the Alabama Council as a dedicated point of contact and liaison to support planning and implementation of AGCRC restoration-related projects and programs,
6. Subject-matter content support for grant development and public communications as may be needed or requested,
7. Providing reports as needed or requested to the Baldwin County Commission and other involved parties on developing situations and issues related to this contract's principal subject, and
8. Other tasks as may be assigned.

II. The COMMISSION shall compensate CONSULTANT for any and all services rendered, as follows:

A. CONSULTANT shall perform its services as proposed on a "*Time & Materials*" basis using Standard Fees and Rates schedule included within this Agreement. Services shall be invoiced monthly. With a start date of _____, 2020 (actual date to be established by and between all parties), consulting support services shall carry forward through an estimated TWELVE (12) MONTH effort ending _____, 2021, with the option to extend the contract another 12 MONTHS to _____, 2022, said option to be executed by the Chairman, Baldwin County Commission. During each service period it is estimated that no more than TWENTY FIFTY (25) man-hours will be expended per month, and that monthly man-hour limit shall not be exceeded without CONSULTANT notifying COMMISSION, who shall provide approvals for any renewals and/or man-hour increases via written communication, such written communications being letter, fax, email, or telephonic text message.

B. Manhours will be based upon CONSULTANT's services performed within the Scope of Services or as negotiated for other tasks as may be assigned.

C. Estimated MONTHLY MAXIMUM Basic Fees for Basic Services in Scope of Work (excepting unknown Other Tasks as assigned): **TWO THOUSAND DOLLARS and NO CENTS (\$2,000.00).**

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COUNTY OF BALDWIN**

D. Elements within the Scope of Services are considered Basic Services, with the exception of any potential tasking involving sub-consulting support as may possibly occur within “Other Tasks as Assigned”.

1. Basic Services shall be performed and invoiced at the Basic Fees hourly rate. For “Other Tasks as Assigned”, COMMISSION and CONSULTANT shall discuss and agree upon additional tasking and estimated effort involved to accomplish tasking. Written communications and tasking authorization shall provide basis for contract modifications to be executed as applicable.

2. This Agreement is established on a “*not to exceed without Client authorization*” limit. Additional tasking at Client’s request shall not be undertaken without estimating its cost, and if that cost will incur exceeding the agreed upon limit, written authorization to proceed will be required before incurring effort.

3. For monthly and contractual budgeting purposes, CONSULTANT’s ongoing services shall not incur fees, costs, or expenses beyond the MONTHLY Estimated Basic Fees limit of **\$2,000.00** without Client’s written authorization.

E. Basic Fees for Basic Services in Scope of Work, hourly rate: \$80/hr. Travel Time for Out of Area Travel is not concurrently calculated and is billed at a separate rate.

F. Travel Time on Out of Area Travel (more than 300 miles from I-10 Exit 35, Daphne, Alabama) as a function of Basic Fees for Basic Services: \$360.00 per 12 hour travel day, billed at 1/4 day increments.

G. All reasonable pre-approved expenses as determined by the County Engineer.

H. Expressly Excluded:

1. Auto mileage is not billed to the COMMISSION.

2. Legal Consultation and Professional Design (Architectural or Engineering) Services are expressly excluded from subordinate offerings with this proposed contract. The Client will arrange for any required professional legal, design engineering or architectural services. If requested by Client, and to the limits of standards of practice and legal confidentiality, Consultant will assist in selection, developing scope of work, negotiating fees and coordinating work efforts of professional legal, engineering or architectural design services.

STATE OF ALABAMA
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I. All expenses invoiced for reimbursement will be documented with copies of receipts of purchase or sub-consultant invoices.

J. Payment for Services Rendered: Basic Services will be paid to Consultant as follows:

1. Monthly invoicing for Fees incurred. Invoices may be delivered in person, by U.S. Mail, or in electronic mail using pdf format documents.

2. Payment for Services Rendered and Reimbursables is due within thirty (30) days of invoice receipt.

K. CONSULTANT shall not subcontract for professional legal, engineering and/or architectural design, or other like services.

L. CONSULTANT agrees that billings to the COMMISSION for services under this Agreement during the initial term of this Agreement will not exceed TWENTY-FOUR THOUSAND AND NO/100 dollars (\$24,000.00) without prior notification to and the written consent of the COMMISSION. CONSULTANT agrees that reimbursable expenses authorized under the initial term of this Agreement shall not exceed FIVE HUNDRED DOLLARS (\$500.00) without prior notification and the written consent of the COMMISSION.

III. This Agreement shall be subject to cancellation or termination by either party upon thirty (30) days' written notice to other. In the event of such cancellation or termination, the COMMISSION shall be liable only for payment for such services rendered, allowable expenses incurred, or both, prior to the effective day of the cancellation or termination, and in reciprocal effect CONSULTANT shall reimburse COMMISSION for paid expenses or fees in excess of specific services rendered, allowable expenses incurred, or both, prior to the effective day of the cancellation or termination.

IV. Notwithstanding any of the provisions of this Agreement, it is agreed that COMMISSION has no financial interest in the business of CONSULTANT and shall not be liable for any debts or obligations incurred by CONSULTANT, nor shall COMMISSION be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of CONSULTANT, or in the sums earned or derived by CONSULTANT, nor shall CONSULTANT at any time or times use the name or credit of COMMISSION in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

V. CONSULTANT shall serve at the exclusive pleasure of the COMMISSION.

VI. The effective date of this AGREEMENT shall be when the Chairman of the COMMISSION places his signature thereon.

VII. CONSULTANT shall perform all of his professional services under this Agreement as an independent contractor and not as an employee of the COMMISSION

VIII. CONSULTANT acknowledges that its identity and peculiar capacity to provide the

STATE OF ALABAMA
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services described hereinabove constitute a material consideration for COMMISSION having entered into this Agreement. Therefore, CONSULTANT shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of COMMISSION.

IX. CONSULTANT hereby agrees to comply strictly with all ordinances of the County of Baldwin, Alabama, the laws of the State of Alabama and laws of the United States while performing its obligations under the terms of this Agreement.

X. CONSULTANT agrees that it will comply with Title 6 of the Civil Rights Act of 1964 which provides that no person will be excluded from participation in, or be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or disability, in connection with federally funded programs.

XI. This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon by the parties. This Agreement shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

XII. This Agreement comprises the entire agreement concerning the provision of services and fees and no modifications of this Agreement or waiver of the terms and conditions hereof shall be binding unless approved in writing by CONSULTANT and COMMISSION.

XIII. CONSULTANT's services do not constitute legal, engineering or architectural services. Assessments of information provided by others are limited to the accuracies originally presented or published. No guarantee is made regarding the accuracies of information prepared, presented or published by others and obtained through open sources.

XIV. With written consent of the COMMISSION regarding specific materials, images, and statements, the CONSULTANT shall have the right to include representation of the Project, including photographs, among his promotional and professional materials. The CONSULTANT's material shall not include material considered by the COMMISSION to be confidential or proprietary.

**STATE OF ALABAMA
COUNTY OF BALDWIN**

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the ____ day
of _____, 2020, with full authority to do so.

BALDWIN COUNTY COMMISSION

By: _____
BILLIE JO UNDERWOOD,
As Its Chairman

ATTEST:

WAYNE DYESS,
As Its County Administrator

DSD SERVICES GROUP, LLC

By: _____
DANIEL S. DEALY, Principal Manager

NOTARY PAGE TO FOLLOW

**STATE OF ALABAMA
COUNTY OF BALDWIN**

**STATE OF ALABAMA
COUNTY OF BALDWIN**

I, the undersigned authority, a Notary Public in and for said COUNTY in said state, hereby certify that, BILLIE JO UNDERWOOD, whose name as Chairman of the Baldwin County Commission, and WAYNE DYESS, whose name as County Administrator of the Baldwin County Commission, a political subdivision of the State of Alabama, are signed to the foregoing Professional Services Agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of said Professional Services Agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Baldwin County Commission on the day the same bears date.

Given under my hand and seal this the of _____, _____

NOTARY PUBLIC

My Commission Expires:_____

**STATE OF ALABAMA
COUNTY OF BALDWIN**

I, the undersigned authority, a Notary Public in and for said COUNTY in said state, hereby certify that, DANIEL S. DEALY, whose name as Principal Manager of DSD Services Group, LLC, is signed to the foregoing Professional Services Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Professional Services Agreement, he, executed the same voluntarily on the day the same bears date on behalf of said limited liability company.

Given under my hand and seal this the of _____, _____

NOTARY PUBLIC

My Commission Expires:_____



Baldwin County Commission

Agenda Action Form

File #: 20-0466, **Version:** 1

Item #: R3

Meeting Type: BCC Work Session

Meeting Date: 2/11/2020

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Keri Green, Commission Executive Assistant

ITEM TITLE

Request for the Use of the Baldwin County Central Annex Auditorium for Baldwin County Veterans Court Graduation

STAFF RECOMMENDATION

Approve the request of the Honorable Michelle Thomason, Presiding District Court Judge, to use the Baldwin County Central Annex Auditorium on March 31, 2020, beginning at 6:00 p.m., for the Veterans Court Graduation.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Commission staff received a request on December 18, 2019 from the office of Honorable Michelle Thomason, Presiding District Court Judge, to use the Baldwin County Central Annex Auditorium on March 31, 2020, for the Veterans Court Graduation, beginning at 6:00 p.m. Between 40 and 80 people are expected to be in attendance. Due to the event being held after the facility's hours of operation and the need for assistance from the CIS department, this will require overtime for Baldwin County Commission staff.

The Baldwin County Veterans Court Program is only for men and women who are currently serving or who have previously served in the United States Armed Forces including service in the Army, Navy, Air Force, Marines, Coast Guard, National Guard and Reserve. The Veterans Court is a court-supervised program coupled with intensive treatment and supervision for criminal offenders. The program is designed specifically for persons who have criminal charges pending that are likely related to substance abuse or mental health issues.

The Veterans Court Program is a voluntary program which includes regular court appearances before the designated Veterans Court judge and involves drug and alcohol treatment, random drug testing, support group meetings, vocational or job counseling, educational classes and community supervision. The Veterans Court program has three phases and those in the program must complete all phases successfully to graduate. The program requires a minimum of 12 months participation.

Successful completion and graduation from the program diverts participants from jail. Eligibility for graduation is determined by the judge, the court team, probation and treatment. Participants are eligible when all treatment and program requirements are met. Graduation requirements include no missed, abnormal or positive drug tests for six months, being employed or attending school full time or being exempted, having a high school diploma or receiving a GED, completing the treatment and case management plan, payment in full of Veterans Court Program fees and completing volunteer requirements.

FINANCIAL IMPACT

Total cost of recommendation: The possibility of approximately 2-5 hours overtime pay for one Administration staff member and one CIS staff member.

Budget line item(s) to be used:

Administration: 51992.5103

CIS: In the event a salaried employee cannot attend, line item 51965.5103 will be used for hourly employee.

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

Funds available in Overtime Line Item.

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: February 18, 2020

Individual(s) responsible for follow up: Commission Staff - Send notification of the Commission's

decision to:

Judge Michelle Thomason - Michell.Thomason@alacourt.gov
Raina Macks - auburnt@hotmail.com

Cc: Wayne Dyess
Keri Green
Brian Peacock

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

Additional instructions/notes: N/A

Keri Green

Subject: FW: <EXTERNAL> Vet Court Graduation

From: raina macks [mailto:auburnt@hotmail.com]

Sent: Wednesday, December 18, 2019 11:08 AM

To: Keri Green <KEGREEN@baldwincountyal.gov>

Subject: <EXTERNAL> Vet Court Graduation

Hi! We are trying to set a graduation date and want to know if the big meeting room is available 2/3. We would like to start at 6pm, start setting up around noon. We don't need tables, just chairs, podium and mic. We plan to just serve cake and punch/coffee.

Date: February 3, 2020

Times: Program starts at 6pm, we would like access sometime after noon that day. We won't have many decorations this year.

Attendance: Approximate number expected 40-80

Audio/Visual: Yes to hook up a lap top in order to play a slide show

Seating: We would like just chairs set up and we will set the tables up after our program as discussed.

Raina A. Macks
Baldwin County Drug/Vet Court Coordinator
251-580-1666 / 251-580-2570
Fax 251-937-0346/ 251-580-1667

3 things that people who make a impact in their culture do...

1. They recognize their preferences
2. They honor convictions
3. They focus on essentials



Baldwin County Commission

Agenda Action Form

File #: 20-0732, **Version:** 1

Item #: R4

Meeting Type: BCC Work Session

Meeting Date: 2/11/2020

Item Status: Replacement

From: Wayne Dyess, County Administrator; Anu Gary, Administrative Services Manager

Submitted by: Barbara Pate, Commission Executive Assistant

ITEM TITLE

Space Allocation in County Facilities - Allocation of Space at the Baldwin County Courthouse in Bay Minette, Alabama - Correction to Resolution #2020-057

STAFF RECOMMENDATION

Make part of the record, the correction to Resolution #2020-057, more specifically, correction to Exhibit B of the resolution (space allocation for the 2nd floor of the Baldwin County Courthouse in Bay Minette), which was adopted by the Commission on February 4, 2020 (Agenda Item BA4).

BACKGROUND INFORMATION

Previous Commission action/date: February 4, 2020

Background:

At the February 4, 2020, Regular Baldwin County Commission Meeting, the Commission adopted Resolution #2020-057 at the request by the Honorable Presiding Circuit Judge Scott P. Taylor, to allocate the small office on the second floor, across from Courtroom #7 of the Bay Minette Courthouse to the Baldwin County Sheriff's Office Judicial Protection Unit.

On February 5, 2020, Brenda Ganey, Assistant to Judge Taylor, informed the staff an incorrect space was transferred and the resolution contained an error regarding the space allocation in Exhibit B.

Staff recommends the correction be made to the attachment, Exhibit B - Bay Minette CH 2nd Floor Plan - Space Allocation.

General Background Regarding Allocation of Space in County Facilities:

According to Alabama General Law and Baldwin County Local Law, as recited in the attached resolution, the Baldwin County Commission has the sole authority to locate the courts and designate the office space to be utilized by the various county officers and/ or offices at all Baldwin County

Commission facilities.

The last space allocation change done for the Baldwin County Courthouse in Bay Minette was approved by Resolution #2019-082, adopted May 21, 2019. The proposed Resolution #2020-057 would repeal Resolution #2019-082.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration - Update Space Allocations and Resolutions Library on BCAP

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

Cc:
Honorable Judge Taylor

Brenda Ganey
Sherriff Hoss Mack
Chief Deputy Lowery

Additional instructions/notes: N/A

STATE OF ALABAMA)
COUNTY OF BALDWIN)

**RESOLUTION # 2020-057
OF THE
BALDWIN COUNTY COMMISSION**

EXERCISING THE AUTHORITY PROVIDED IN §11-3-11 (a) (1) OF THE CODE OF ALABAMA 1975, AND SECTION 6 OF ACT NO. 239 (1931), AS AMENDED, TO AUTHORIZE, BY ORDER AS ENTERED UPON THE MINUTES OF THE FEBRUARY 4, 2020, REGULAR MEETING, THE LOCATION OF THE COURTS IN THE ROOMS OF THE BALDWIN COUNTY COURTHOUSE AND DESIGNATION OF THE ROOMS TO BE OCCUPIED BY THE DIFFERENT OFFICERS ENTITLED TO ROOMS THEREIN AND PROVIDING OFFICE SPACE FOR THE BALDWIN COUNTY SHERIFF'S OFFICE JUDICIAL PROTECTION UNIT.

WHEREAS, §11-3-11 (a) (1) of the *Code of Alabama* 1975 provides, in pertinent part, that the Baldwin County Commission shall have authority to direct, control and maintain the property of the county as it may deem expedient according to law, and in this direction and control it has the sole power to locate the courts in the rooms of the courthouse and to designate the rooms to be occupied by the officers entitled to rooms therein, including the circuit judge if resident in the county, and to change the location of the courts and the designation of the rooms for officers as it may deem best and most expedient, and this shall be done by order of the county commission entered upon the minutes of the county commission at a regular meeting of the county commission; and

WHEREAS, further, Section 6 of Act No. 239 (1931), as amended, provides, in pertinent part, that the Baldwin County Commission shall have the duty, power, jurisdiction, authority and privilege to direct and control the property of Baldwin County, as it may deem expedient according to law, and in this direction and control it has the sole power to locate the courts in the rooms of the courthouse and to designate the rooms to be occupied by the different officers entitled to rooms therein, and to change the location of courts and designation of rooms for officers as it may deem best and most expedient; and this shall be done by order of the Commission entered upon its minutes at a regular term of the Commission.

COMES NOW, this honorable county governing body, and by this instrument, desiring to update the designation of the location of the courts in the rooms of the Baldwin County Courthouse and to update the designation of the rooms to be occupied by the officers in said Baldwin County Courthouse and, furthermore, providing office space for the Baldwin County Sheriff's Office Judicial Protection Unit therein pursuant to a floor plan rendering of the first floor of said Baldwin County Courthouse which is attached as **Exhibit A** and a floor plan rendering of the second floor of said Baldwin County Courthouse which is attached as **Exhibit B**; and

BE IT RESOLVED AND ORDERED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That, pursuant to the authority granted the Baldwin County Commission in §11-3-11 (a) (1) of the Code of Alabama 1975 and Section 6 of Act No. 239 (1931), as amended, as referenced herein and without limitation, the Baldwin County Commission hereby, and by this instrument, deems it best and most expedient to locate the courts in the rooms of the Baldwin County Courthouse and designate the rooms to be occupied by the officers in said **Baldwin County Courthouse**, as follows:

First Floor

Baldwin County Courthouse
Located at the County Seat in Bay Minette, Alabama
(See **Exhibit A**)

Second Floor

Baldwin County Courthouse
Located at the County Seat in Bay Minette, Alabama
(See **Exhibit B**)

FURTHER, BE IT RESOLVED AND ORDERED, that this instrument, codified as *Resolution #2020-057 of the Baldwin County Commission*, be entered and spread upon the minutes of this February 4, 2020, regular meeting (term) of the Baldwin County Commission.

FURTHER, BE IT RESOLVED AND ORDERED, That *Resolution #2008-112 of Baldwin County Commission*, as amended by *Resolution #2010-42*, as amended by *Resolution #2011-127*, as amended by *Resolution #2017-035*, as amended by *Resolution #2017-058*, as amended by *Resolution #2017-133*, as amended by *Resolution #2019-082*, is hereby repealed.

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the 4th day of February, 2020.



Commissioner Billie Jo Underwood, Chairman

ATTEST:



Wayne Dyess, County Administrator



Exhibit A

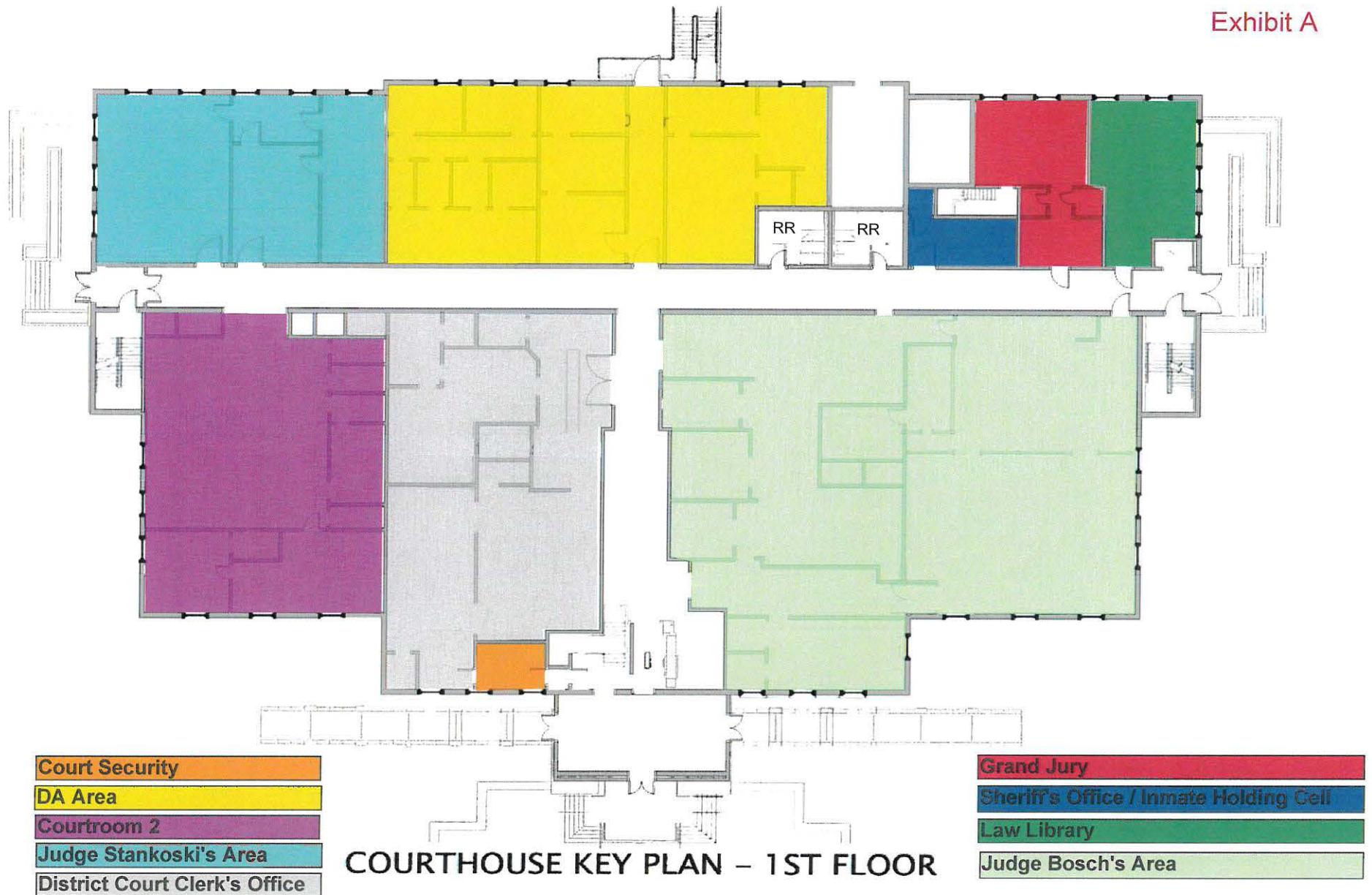
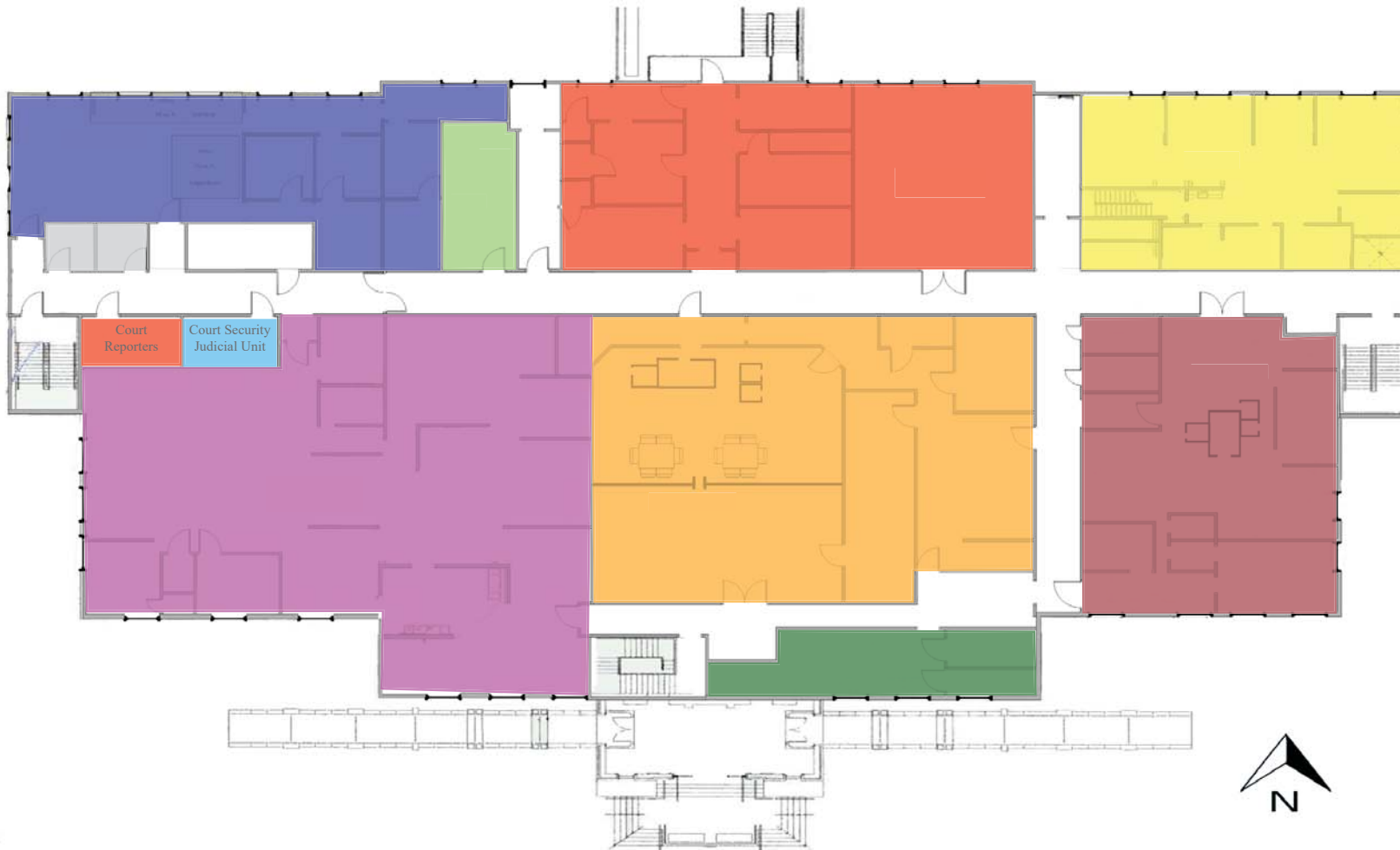


Exhibit B



COURTHOUSE KEY PLAN – 2ND FLOOR

Judge Taylor's Area
Court Referral
Courtroom 7
Video Conference Room

District Attorney's Office
Judge Bishop's Area
Jury Lounge

Judge Norton's Area
Circuit Court Clerk Area
BCSO Judicial Protection Unit



Baldwin County Commission

Agenda Action Form

File #: 20-0716, **Version:** 1

Item #: R5

Meeting Type: BCC Work Session

Meeting Date: 2/11/2020

Item Status: New

From: Wayne Dyess, County Administration

Submitted by: Miranda N. McKinnon, Administrative Support Specialist, IV

ITEM TITLE

U.S. Census Bureau 2020 Initial Boundary Validation Program

STAFF RECOMMENDATION

Confirm, ratify and approve the attached U.S Department of Commerce, Census Bureau 2020 Initial Boundary Validation Program (BVP) form executed by the Chairman on February 4, 2020, and make said document part of the record.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The 2020 Initial Boundary Validation Program (BVP) form was received from the U.S. Census Bureau regarding the validation of the County boundaries in connection with the upcoming 2020 Census. Kenny McIlwain, GIS Manager, CIS Department, has verified that the boundaries on record for Chairman executed the attached 2020 Initial Boundary Validation Program (BVP) form on February 4, 2020 and the documents were mailed on February 5, 2020. Staff is bringing this item to the Commission in order to make the executed forms a part of the record.

The BVP provides Tribal Chairs (TC's) and Highest Elected Officials (HEO's) of eligible tribal, state and local governments a final opportunity to ensure the U.S. Census Bureau has the correct legal boundary, name and status for their government to tabulate data for the 2020 Census.

Responding to the BVP ensures that tribal, state and local governments have the most accurate boundary data available for the tabulation of the 2020 Census housing and population counts. This data is the base for ongoing programs such as the American Community Survey and Population Estimates Program. Government agencies and other groups use this tabulated data to allocate \$675 billion of government funds to communities across the country. Legal boundary data is also made publicly available and is used by federal agencies, researchers, and the public.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration staff make documents part of the record.

Additional instructions/notes: N/A



UNITED STATES DEPARTMENT OF COMMERCE
U.S. Census Bureau

Office of the Director
Washington, DC 20233-0001 Mail Stop 7400

BAS ID: 20100300000
Sequence: 019493-003397



2020 Initial Boundary Validation Program (BVP)

The U.S. Census Bureau is now conducting the Initial BVP. The Initial BVP is your opportunity, as the Tribal Chair (TC)/Highest Elected Official (HEO), to review and ensure the Census Bureau's boundary data for your government is accurate. The enclosed paper maps or maps on the CD/DVD should reflect the legal boundary for your government effective on January 1, 2020.

Please review the maps for accuracy, then complete and return this form to the Census Bureau by March 1, 2020. (Please check a box. Sign below if the boundary is correct.)

<input checked="" type="checkbox"/> The legal boundary for our government is correct. (Please sign below.)
<input type="checkbox"/> The legal boundary for our government is <u>NOT</u> correct.
I, as the Tribal <u>Chair</u> /Highest Elected Official, verify that the boundary for our governmental unit is correct.
Signature: <u>Billie Jo Underwood</u>
Print Name: <u>Billie Jo Underwood, Chairman</u>
Date: <u>2/4/2020</u>
Tribal Reservation/Government Name: <u>Baldwin County Commission</u> State: <u>AL</u>

If the Census Bureau's boundary is incorrect, please work with your Boundary and Annexation Survey (BAS) contact to submit corrections through the BAS program. Information for your BAS contact is found on the cover letter in this package.

Please review and correct the contact information printed below. Our records indicate the TC/HEO contact is:

Name: The Honorable Billie Jo Underwood
Position: Chairman
Department: Board of Commissioners
Mailing Address: 312 Courthouse Sq Ste 12
Bay Minette, AL 36507
Phone: 251-972-8515
Email: bunderwood@baldwincountyal.gov

Form return options:

Email:

Scan and email the completed form to
<geo.bas@census.gov>.

Fax:

Fax the completed form to
1-800-972-5652

Mail:

Use the provided postage-paid envelope to mail the completed form to

**U.S. Census Bureau
National Processing Center
Attn: BVP Returns, Bldg. 63E
1201 East 10th Street
Jeffersonville, IN 47132**

We estimate that completing this program will take a total of 2 hours on average. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to [<geo.bas@census.gov>](mailto:geo.bas@census.gov). This collection has been approved by the Office of Management and Budget (OMB). The eight digit OMB approval number that appears at the upper left of the letter confirms this approval. If this number were not displayed, we could not conduct this survey. The Census Bureau conducts this program under the legal authority of the Title 13 U.S. Code, Section 6.

**BVP-L1-I
(10-2019)**

OMB Control No.: 0607-0151
Expiration Date: 11-30-2021



**UNITED STATES DEPARTMENT OF COMMERCE
U.S. Census Bureau**

Office of the Director
Washington, DC 20233-0001 Mail Stop 7400

4BCC
WD
RC
BPeacock
KMcIlwain
S-L Butop

January 2020

Sequence: 019493-003397
BAS ID: 20100300000

The Honorable Billie Jo Underwood
Chairman
Board of Commissioners
312 Courthouse Sq Ste 12
Bay Minette, AL 36507

A Message from the Director, U.S. Census Bureau:

The U.S. Census Bureau is now conducting the Initial Boundary Validation Program (BVP). The Initial BVP is your opportunity, as the Highest Elected Official, to review the Census Bureau's boundary data to ensure the Census Bureau has the correct legal boundary, name, and status for your government. The Census Bureau uses this boundary information to tabulate data for the 2020 Census.

The Initial BVP package includes an Initial BVP form and paper maps, or a CD/DVD containing maps, for your government. The maps should reflect the legal boundary for your government effective on January 1, 2020.

Please review our depiction of your legal boundary for accuracy and return the completed Initial BVP form by March 1, 2020. Return the completed Initial BVP form by email at <geo.bas@census.gov>, by fax (1-800-972-5652), or using the enclosed postage-paid envelope.

The Initial BVP is conducted in parallel with the 2020 Boundary and Annexation Survey (BAS). If any information is incorrect, please work with your BAS contact to submit corrections. Information for your BAS contact is printed below. If boundary updates are submitted to the BAS by March 1, 2020, you will have an additional opportunity to verify your government's boundaries prior to the final data tabulation for the 2020 Census. Changes received after March 1, 2020 will be used to correct the boundary, but we will not have sufficient time to send you an updated map before final data tabulations.

BAS Contact Information

Our records indicate your BAS contact is:

Name: Mr. Ronald Cink
Position: County Administrator
Department: County Commission
Mailing Address: 312 Courthouse Sq Ste 12
Bay Minette, AL 36507-4809
Phone: 251-580-2550
Email: rcink@baldwincounty.al.gov

Please contact the Census Bureau with questions about the BVP or BAS through email at <geo.bas@census.gov>, by phone at 1-800-972-5651, or visit our website at <<https://www.census.gov/programs-surveys/bas/information/bvp.html>>. Thank you for your participation in the Initial BVP.

Enclosures

Boundary Validation Program

What is the 2020 Boundary Validation Program (BVP)?

The BVP provides Tribal Chairs (TCs) and Highest Elected Officials (HEOs) of eligible tribal, state, and local governments a final opportunity to ensure the U.S. Census Bureau has the correct legal boundary, name, and status for their government. The Census Bureau will use this information to tabulate data for the 2020 Census.



The BVP validates the creation, dissolution, and changes in boundaries for:

- All federally recognized tribes with reservations and/or off-reservation trust land.
- All actively functioning counties or county equivalents.
- Incorporated places (including consolidated cities).
- All functioning minor civil divisions.
- Municipios, barrios, barrio-pueblos and subbarrios in Puerto Rico.

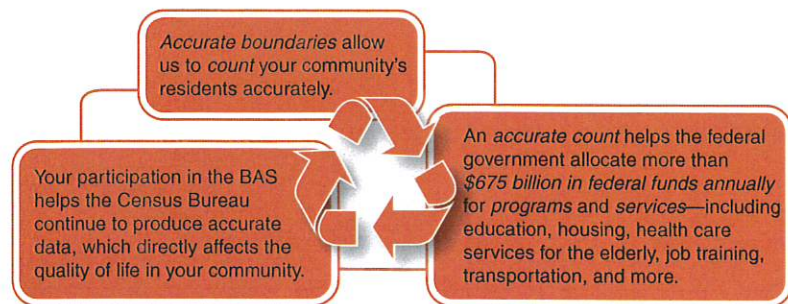
How does the BVP relate to Boundary and Annexation Survey (BAS)?

The BVP is conducted every (10) years to provide TCs and HEOs the opportunity to review the boundary data collected during the BAS. The program is administered in two phases (Initial BVP and Final BVP) and runs in parallel with the 2020 BAS. TCs and HEOs will receive BVP materials approximately (2) weeks after the BAS contact receives the 2020 BAS annual response e-mail or letter. This provides TCs and HEOs an opportunity to review their legal boundary to verify or provide corrections prior to the 2020 Census. If boundary corrections are required, TCs and HEOs are instructed to work with their BAS contact to provide updates through the 2020 BAS.

How does the BVP benefit you?

The U.S. Census Bureau uses legal boundaries collected through the BAS to tabulate data for the 2020 Census.

Responding to the BVP ensures that tribal, state, and local governments have the most accurate boundary data available for the tabulation of the 2020 Census housing and population counts. This data is the base for ongoing programs such as the American Community Survey and Population Estimates Program. Government agencies and other groups use this tabulated data to allocate \$675 billion of government funds to communities across the country. Legal boundary data is also made publicly available and is used by federal agencies, researchers, and the public.



What is the Boundary and Annexation Survey (BAS)?

Every year, the Census Bureau conducts the BAS to collect information about selected legally defined geographic areas. The BAS invites governments to report official name changes, (dis) incorporations, and (de) annexations. Governments can also update boundaries, features, and landmarks for:

- Federally recognized tribes with reservations or off-reservation trust lands.
- Cities, towns, boroughs, and villages (incorporated places).
- Townships and towns (minor civil divisions).
- Counties (or county equivalents).
- Consolidated cities.
- Roads and other applicable features.

Contact Information

E-mail Address:

geo.bas@census.gov

Phone Number: 1-800-972-5651

Web site:

<https://www.census.gov/programs-surveys/bas/information/bvp.html>

How to participate?

The BVP is conducted in two phases, Initial BVP and Final BVP. During each of these phases, TCs and HEOs are instructed to work with their BAS contact to review and update their government's boundary, name, and status information. TCs and HEOs do not need to register to participate in BVP. The materials will be provided automatically.

Initial BVP

The Initial BVP materials include an Initial BVP letter, form, and paper maps or a CD/DVD containing PDF maps. The maps should reflect the legal boundary for the government effective on January 1, 2020. TCs and HEOs are instructed to review the Census Bureau's depiction of the legal boundary for accuracy and to return the completed Initial BVP form by March 1, 2020.

If the information is correct, no further action is required.

If any information is incorrect, TCs and HEOs should work with their BAS contact to submit corrections through the 2020 BAS. If boundary updates are submitted to the BAS by March 1, 2020, TCs and HEOs will have an additional opportunity to verify their government's boundary prior to final data tabulation for the 2020 Census. Changes received after March 1, 2020 will be used to correct the boundary, but there will not be sufficient time to send updated maps before final data tabulations for the 2020 Census.

Final BVP

The Final BVP provides an opportunity for TCs and HEOs to review recent boundary updates provided through the 2020 BAS. Only governments that reported corrections to the 2020 BAS on or before March 1, 2020 will receive Final BVP materials. The Final BVP materials include a Final BVP letter, form, and a paper map or map index sheet. The maps should reflect the legal boundary for the government effective on January 1, 2020. TCs and HEOs are instructed to review the Census Bureau's depiction of the legal boundary for accuracy and to return the completed Final BVP within five (5) business days.

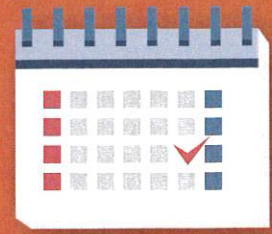
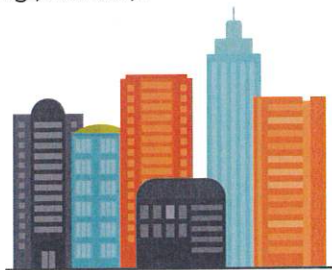
If the boundary is correct, no further action is required.

If any information is incorrect, TCs and HEOs should work with their BAS contact to submit corrections, within five (5) business days of receipt of materials.

Responding with boundary updates is easy.

The Census Bureau provides multiple free, user-friendly methods for the BAS contact to report boundary corrections through participation in BAS.

- Paper option: Participants can request free paper maps and annotation materials from the BAS Web site.
- Basic digital option: The Geographic Update Partnership Software (GUPS) is a free, customized Geographic Information Systems (GIS) tool. It was specifically developed for people who do not have geographic training or are not experienced GIS users. Please note that the GUPS option will not be available to report boundary updates during the Final BVP phase.
- Advanced digital option: Experienced GIS users have the opportunity to download shapefiles from the BAS Web site and make updates using their own GIS software (e.g., ArcGIS).



Schedule

- January 1, 2020—Legal boundary updates must be in effect on or before this date to be included in the 2020 Census.
- January 2020—BAS and Initial BVP materials will be mailed.
- March 1, 2020—Boundary updates submitted by this date will receive Final BVP materials to provide governments an opportunity to confirm that the correct legal boundary is used for 2020 Census data tabulations.
- May 31, 2020—Boundary updates sent by this date will be reflected in the 2020 Census.
- June 2020—Final BVP materials will be mailed. Participants have until July 2020 to respond with updates or approval of the legal boundaries.





Baldwin County Commission

Agenda Action Form

File #: 20-0741, **Version:** 1

Item #: R6

Meeting Type: BCC Work Session

Meeting Date: 2/11/2020

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Anu Gary, Administrative Services Manager

ITEM TITLE

Economic and Workforce Development Partnership with Airbus

STAFF RECOMMENDATION

FOR DISCUSSION ONLY - Economic and Workforce Development Partnership with Airbus.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: N/A

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: N/A

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

Additional instructions/notes: N/A