

# **Baldwin County Commission**



## **Work Session Meeting Agenda Tuesday, June 21, 2022 8:30 AM**

Baldwin County Fairhope Satellite Courthouse  
County Commission Meeting Chambers - 2nd Floor  
1100 Fairhope Avenue  
Fairhope, Alabama 36532

## **Regular Meeting Agenda Tuesday, June 21, 2022 10:00 AM**

Baldwin County Fairhope Satellite Courthouse  
County Commission Meeting Chambers - 2nd Floor  
1100 Fairhope Avenue  
Fairhope, Alabama 36532

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



Public hearings commence at 10:00 AM. All individuals wishing to speak must fill out a speaker form. Comments from individuals should be limited to 3 minutes; groups are asked to select a spokesperson to speak on behalf of the group with comments limited to 5 minutes.

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.

Comments or questions may be submitted to County Commissioners at:  
<https://www.baldwincountyal.gov/government/baldwin-county-commission>  
or by telephone at: 251.937.0264

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

### **A ADOPTION OF MINUTES**

June 7, 2022, Regular Meeting

### **B CONSENT**

#### **BA ADMINISTRATION**

- |            |  |                                |
|------------|--|--------------------------------|
| <b>BA1</b> | City of Robertsdale - Annexation Notification  | <a href="#"><u>22-1085</u></a> |
| <b>BA2</b> | Absentee Election Duties Related to the August 30, 2022, Special School Tax Election in the District 8 (Am. 382) School Tax District in Baldwin County (Daphne), Alabama | <a href="#"><u>22-0977</u></a> |
| <b>BA3</b> | Renewal of Lease Agreement with City of Bay Minette for Police Department Complex  | <a href="#"><u>22-0968</u></a> |
| <b>BA4</b> | Revision of County Take Home Vehicle List - June 2022  | <a href="#"><u>22-1086</u></a> |

#### **BC ARCHIVES AND HISTORY**

- |            |   |                                |
|------------|---|--------------------------------|
| <b>BC1</b> | Alabama Historical Commission - 2023 Historic Sites Grant Program Grant Application   | <a href="#"><u>22-1074</u></a> |
| <b>BC2</b> | Agreement with South Alabama Antique Tractor and Engine Club to Display, Store and Collect Antique Tractors, Engines, Machinery and Implements of Historical Value at Bicentennial Park | <a href="#"><u>22-0804</u></a> |
| <b>BC3</b> | Resolution #2022-105 - Appropriation from Historic Parks Fund to Fort Mims Restoration Association, Inc. for Fort Mims Re-enactment and Living History Event August 27 - 28, 2022       | <a href="#"><u>22-1037</u></a> |

#### **BD BALDWIN REGIONAL AREA TRANSIT SYSTEM (BRATS)**

- 
- |             |   |                                |
|-------------|---|--------------------------------|
| <b>BD1</b>  | Donation of Transportation Services for Fort Mims Re-enactment and Living History Event August 27, 2022   | <a href="#"><u>22-1044</u></a> |
| <b>BE</b>   | <b>BUDGET/PURCHASING</b>  |                                |
| <b>BE1</b>  | Competitive Bid #WG22-33A - Provision of Concrete Sidewalk Repair on County Right-of-Ways for the Baldwin County Commission   | <a href="#"><u>22-1064</u></a> |
| <b>BE2</b>  | Competitive Bid #WG22-41 - Land Management on Approximately 424 Acres of "Wet Pine Savannah" within the Baldwin County Wetland Mitigation Bank Located in Gulf Shores, Alabama, for the Baldwin County Commission | <a href="#"><u>22-1034</u></a> |
| <b>BE3</b>  | Competitive Bid #WG22-42 - Provision of Finished Road Signs for the Baldwin County Commission   | <a href="#"><u>22-1036</u></a> |
| <b>BE4</b>  | Competitive Bid #WG22-45 - Provision of Painting and Drywall Services for the Baldwin County Commission   | <a href="#"><u>22-1035</u></a> |
| <b>BE5</b>  | Competitive Bid #WG22-46 - Provision of Off-site Printing, Imaging and Mailing of Tax Notices for the Baldwin County Revenue Commission   | <a href="#"><u>22-1042</u></a> |
| <b>BE6</b>  | Competitive Bid #WG22-47 - Provision of On-site Crushing of Concrete at Various Baldwin County Locations for the Baldwin County Commission  | <a href="#"><u>22-1046</u></a> |
| <b>BE7</b>  | Competitive Bid #WG22-48 - Plumbing System Upgrades in the Baldwin County Courthouse located in Bay Minette, Alabama for the Baldwin County Commission  | <a href="#"><u>22-1045</u></a> |
| <b>BE8</b>  | Competitive Bid #WG22-49 - Provision of Pest Control for the Baldwin County Commission  | <a href="#"><u>22-1047</u></a> |
| <b>BE9</b>  | Competitive Bid #WG22-50 - Annual Sand Removal, Sifting and Disposition of Sand from County Right-of-Ways onto the Beach on Fort Morgan Peninsula for the Baldwin County Commission                               | <a href="#"><u>22-1048</u></a> |
| <b>BE10</b> | Competitive Bid #WG22-51 - Provision of Paint Striping Materials for the Baldwin County Commission  | <a href="#"><u>22-1050</u></a> |
| <b>BE11</b> | Competitive Bid #WG22-52 - Provision of Hydraulic Mulches for the Baldwin County Commission   | <a href="#"><u>22-1055</u></a> |
| <b>BE12</b> | Competitive Bid #WG22-53 - Provision of On-call Equipment Rental (Forklift Services) with Operator for the Baldwin County Commission  | <a href="#"><u>22-1061</u></a> |
| <b>BE13</b> | Contracts for Request for Proposals (RFP) for Transportation Services of Human Remains for the Baldwin County Coroner   | <a href="#"><u>22-1053</u></a> |
| <b>BE14</b> | Hurricane Sally - FEMA Parks Projects - Permission to Advertise   | <a href="#"><u>22-1057</u></a> |
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- |             |   |                                |
|-------------|---|--------------------------------|
| <b>BE15</b> | Pre-qualification of Contractors for Construction of Magnolia Sanitary Landfill Cell 9 Located in Summerdale, Alabama for the Baldwin County Commission | <a href="#"><u>22-1054</u></a> |
| <b>BE16</b> | Quotes for Repairs to Josephine Park Boardwalk Located in Josephine, Alabama for the Baldwin County Commission  | <a href="#"><u>22-1049</u></a> |
| <b>BE17</b> | Rental of One (1) Copy Machine for the Baldwin County Solid Waste Transfer Station Located in Bay Minette, Alabama                                      | <a href="#"><u>22-1041</u></a> |
| <b>BE18</b> | Rental of Three (3) New Copy Machines for Various Departments for the Baldwin County Commission   | <a href="#"><u>22-1026</u></a> |
| <b>BE19</b> | Request for Proposals (RFP) for Disaster Debris Monitoring Services for the Baldwin County Commission   | <a href="#"><u>22-1092</u></a> |
| <b>BE20</b> | Request for Proposals (RFP) for Hazardous Waste Cleanup Services for the Baldwin County Commission  | <a href="#"><u>22-1073</u></a> |
| <b>BE21</b> | Request for Proposals (RFP) for Temporary Clerical and Labor Services for the Baldwin County Commission   | <a href="#"><u>22-1060</u></a> |
| <b>BE22</b> | Request for Qualifications for 2023 Digital Orthophoto Acquisition  | <a href="#"><u>22-1059</u></a> |
| <b>BE23</b> | Request for Qualifications (RFQ) for Investment Grade Traffic Study for Baldwin Beach Express II from I-10 to I-65 for the Baldwin County Commission    | <a href="#"><u>22-1031</u></a> |
| <b>BH</b>   | <b>COMMUNICATIONS/INFORMATION SYSTEMS (CIS)</b>   |                                |
| <b>BH1</b>  | Purchase of Emergency Equipment   | <a href="#"><u>22-1063</u></a> |
| <b>BH2</b>  | Sale of Surplus Equipment on GovDeals.com - Desktops, Laptops, Printers and Displays  | <a href="#"><u>22-1051</u></a> |
| <b>BH3</b>  | Sale of Surplus Equipment on GovDeals.com - Servers   | <a href="#"><u>22-1052</u></a> |
| <b>BI</b>   | <b>COUNCIL ON AGING</b>   |                                |
| <b>BI1</b>  | Purchase of One (1) New 2022 Ford Explorer for Council on Aging   | <a href="#"><u>22-1078</u></a> |
| <b>BK</b>   | <b>EMERGENCY MANAGEMENT AGENCY (EMA)</b>  |                                |
| <b>BK1</b>  | Memorandum of Understanding with Retired and Senior Volunteer Program for Assisting Baldwin County Emergency Management Agency                          | <a href="#"><u>22-0970</u></a> |
| <b>BL</b>   | <b>ENVIRONMENTAL MANAGEMENT</b>   |                                |
| <b>BL1</b>  | Baldwin County Solid Waste Standard On-call Contracts for Engineering and Related Services  | <a href="#"><u>22-1039</u></a> |
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**BL2** Baldwin County Solid Waste Uncollectible Residential Accounts - June 2022 [22-1075](#)

**BM FINANCE AND ACCOUNTING**

**BM1** Amendment to Baldwin County Emergency Rental Assistance Program (ERAP) Case Management Services Agreement with Baldwin Together [22-1084](#)

**BN HIGHWAY**

**BN1** \*License Agreement #22007 - Shore Drive - Right-of-Way [22-1062](#)

**BQ PERSONNEL**

**BQ1** Baldwin Regional Area Transit System Department - Personnel Change [22-1067](#)

**BQ2** Council on Aging - Creation of Positions [22-1068](#)

**BQ3** Finance and Accounting Department - Employment of One (1) Administrative Support Specialist II Position [22-1066](#)

**BQ4** Highway Department (Bay Minette) - Personnel Changes [22-1069](#)

**BQ5** \*Highway Department (Bay Minette, Silverhill, Foley) - Personnel Changes [22-1070](#)

**BQ6** Highway Department (Silverhill) - Personnel Changes [22-1071](#)

**BQ7** Planning and Zoning Department - Employment of One (1) Part-time Planner Position [22-1072](#)

**BR PLANNING AND ZONING**

**BR1** 2022 Municipal Separate Storm Sewer Systems (MS4) Permit - Appointment of Responsible Official (RO) [22-1056](#)

**C PRESENTATIONS**

**D PUBLIC HEARINGS**

**DR PLANNING AND ZONING**

**DR1** Case No. Z22-6 - Action Auto Wholesale Property Rezoning [22-1083](#)

**DR2** Case No. Z22-7 - Herndon Property Rezoning [22-1087](#)

**DR3** Case No. Z22-8 - Vasut Property Rezoning [22-1088](#)

**DR4** \*Case No. Z22-9 - Bertolla Property Rezoning [22-1089](#)

**E COMMITTEE REPORTS**

**EA FINANCE/ADMINISTRATION DIVISION**

**EA1** Payment of Bills [22-1080](#)

**EA2** Notification of Interim Payments Approved by Clerk/Treasurer as Allowed  
Under Policy 8.1 [22-1079](#)

**F OTHER STAFF RECOMMENDATIONS**

**G COMMISSIONER REQUESTS**

**H ADDENDA**

**HA1** Request for a Referendum Election - The Alabama Limited Self-Governance Act [22-1101](#)

**I SENIOR STAFF REPORT**

**J COUNTY ATTORNEY'S REPORT**

**K PUBLIC COMMENTS**

**L PRESS QUESTIONS**

**M COMMISSIONER COMMENTS**

**N ADJOURNMENT**



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1085, **Version:** 1

**Item #:** BA1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/21/2022

**Item Status:** New

**From:** Ronald J. Cink, Budget Director

**Submitted by:** Jeanette Brown, Administrative Support Specialist IV

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### **ITEM TITLE**

City of Robertsdale - Annexation Notification

### **STAFF RECOMMENDATION**

Authorize the placement of the City of Robertsdale's Annexation Ordinances No. 002-2022, and No. 003-2022, annexing property into the corporate limits of the City of Robertsdale, Alabama, into the minutes of the June 21, 2022, Baldwin County Commission meeting with proper notifications to the following departments / organizations:

#### Baldwin County Commission Departments

Baldwin County Commission  
Building Inspection Department  
Communications / Information Systems Department  
Environmental Management / Solid Waste Department  
Highway Department  
Planning and Zoning Department

#### Elected Officials

Baldwin County Probate Office  
Baldwin County Revenue Commission  
Baldwin County Sheriff's Office

#### Other Agencies

Board of Registrar's Office  
Emergency 911  
South Alabama Regional Planning Commission

### **BACKGROUND INFORMATION**

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

**Background:** The City of Robertsdale has submitted a copy of Annexation Ordinances No. 002-

2022, and No. 003-2022, for the annexation of certain properties into the corporate limits of the City of Robertsedale, Alabama, to be made part of the record of the Baldwin County Commission on June 21, 2022.

### **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):**

The Honorable Charles H. Murphy, Mayor  
City of Robertsedale  
Attn: Shannon J. Burkett, City Clerk  
Post Office Box 429  
Robertsedale, Alabama 36567

Email memo to various departments / organizations

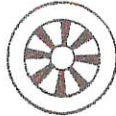
**Additional instructions/notes:** N/A

MAYOR  
Charles H. Murphy  
COUNCIL MEMBERS:  
Joe M. Kitchens  
Paul Hollingsworth  
Russell Johnson  
Sue Cooper  
Ruthie Campbell

CHIEF FINANCIAL OFFICER  
Lewis Shealy

CITY CLERK  
Shannon J. Burkett

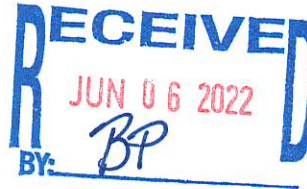
## CITY OF ROBERTSDALE



*The Hub  
of Baldwin County*

City Hall	947-8900
City Clerk	947-8920
Court Clerk	947-8910
Public Works	947-8950
Police Dept.	947-2222
Fax	947-2619
TDD #	947-2122

P.O. Box 429  
Robertsdale, AL 36567



4Bcc  
RC  
1

June 3, 2022

To Whom It May Concern:

I have been instructed to provide you with a copy of any annexation ordinances adopted by the City Council of the City of Robertsdale.

Ordinance Number 002-2022 was adopted May 2, 2022.  
Ordinance Number 003-2022 was adopted May 16, 2022

Should you have any questions, please contact me at [shannonburkett@robertsdale.org](mailto:shannonburkett@robertsdale.org) or (251)947-8920.

Respectfully,

Shannon J. Burkett, CMC/CMRO  
City Clerk



ORDINANCE NO. 002-2022

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROBERTSDALE, ALABAMA, AS FOLLOWS:

WHEREAS, the City Council of the City of Robertsdale, Alabama has received a petition of annexation from Steven C. Childress, for the property located on the Northeast corner of Rawls Road and Thompson Road, as a R-1 zone, and

WHEREAS, the Planning Commission of the City of Robertsdale has reviewed the proposed annexation of said petition and has recommended the Council proceed with the annexation, and

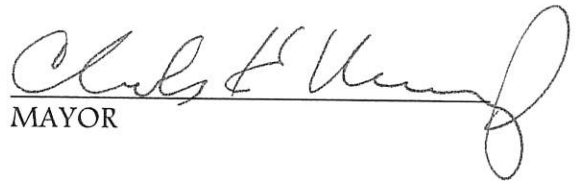
WHEREAS, the property being considered for annexations is contiguous with the current city limits, and

WHEREAS, the following is a legal description of the property:

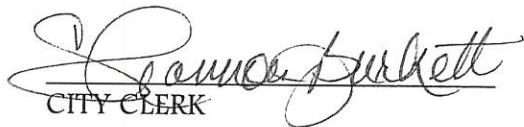
Beginning at the southwest corner of the southwest quarter of the northwest quarter of Section 25, Township 5 South, Range 3 East, Baldwin County, Alabama, thence north 89 degrees 52 minutes 16 seconds east 520.5 feet; thence north 00 degrees 03 minutes 21 seconds east 1338.74 feet; thence south 89 degrees 49 minutes 10 seconds west 520.5 feet thence south 00 degrees 03 minutes 21 seconds west 1338.27 feet to the point of beginning. Containing 16.0 acres, more or less.

BE IT FURTHER ORDAINED THAT THE OFFICIAL ZONING MAP, AS AMENDED, BE FURTHER AMENDED TO REFLECT THIS CHANGE.

Adopted and approved by the City Council of the City of Robertsdale, Alabama, on this 2<sup>nd</sup> day of May, 2022.

  
MAYOR

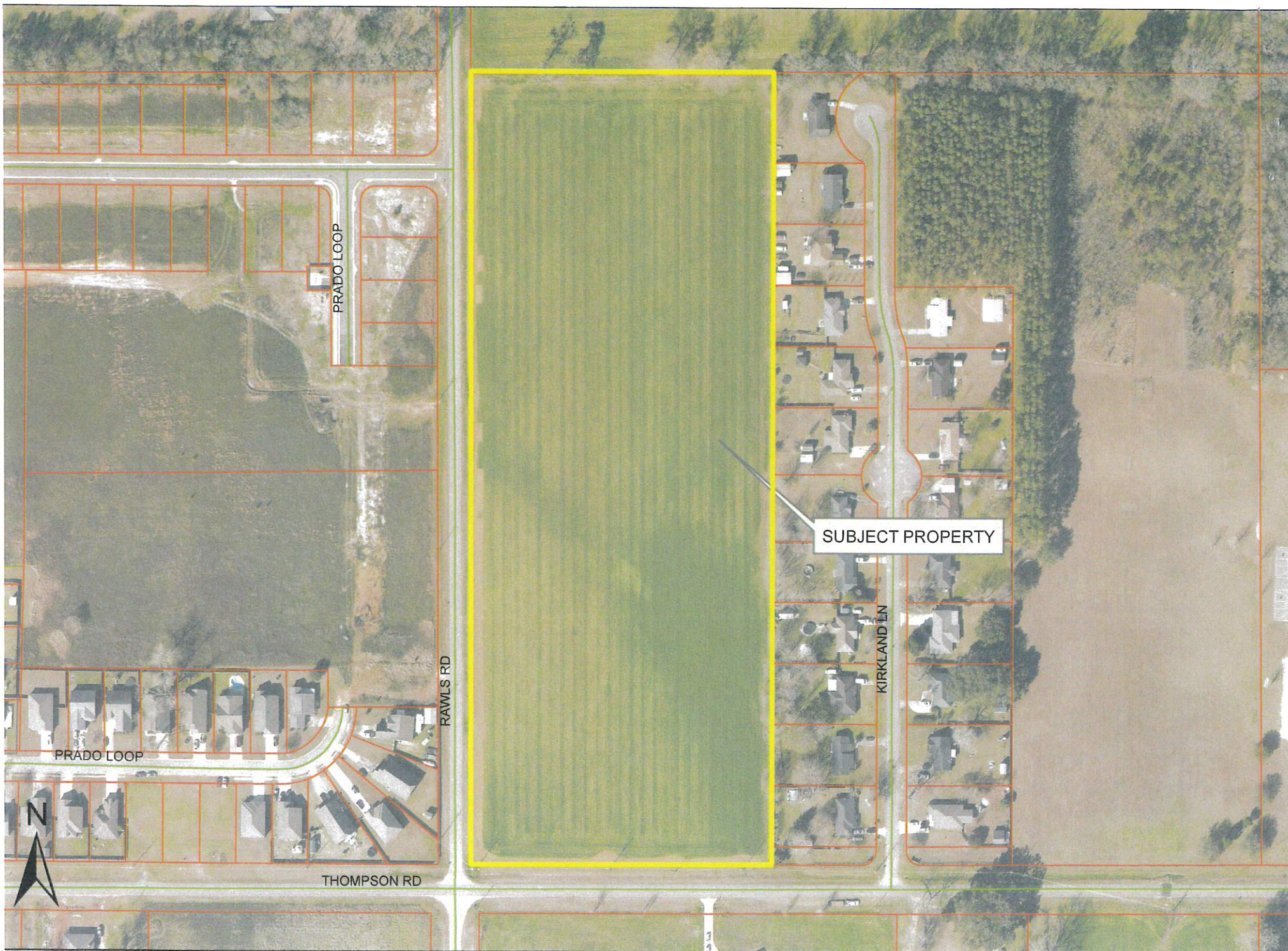
ATTEST:

  
CITY CLERK

CERTIFICATION:

I, Shannon Burkett, as City Clerk of the City of Robertsdale, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 002-2022 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Robertsdale on the 2<sup>nd</sup> day of May, 2022, as same appears in the official records of said City.

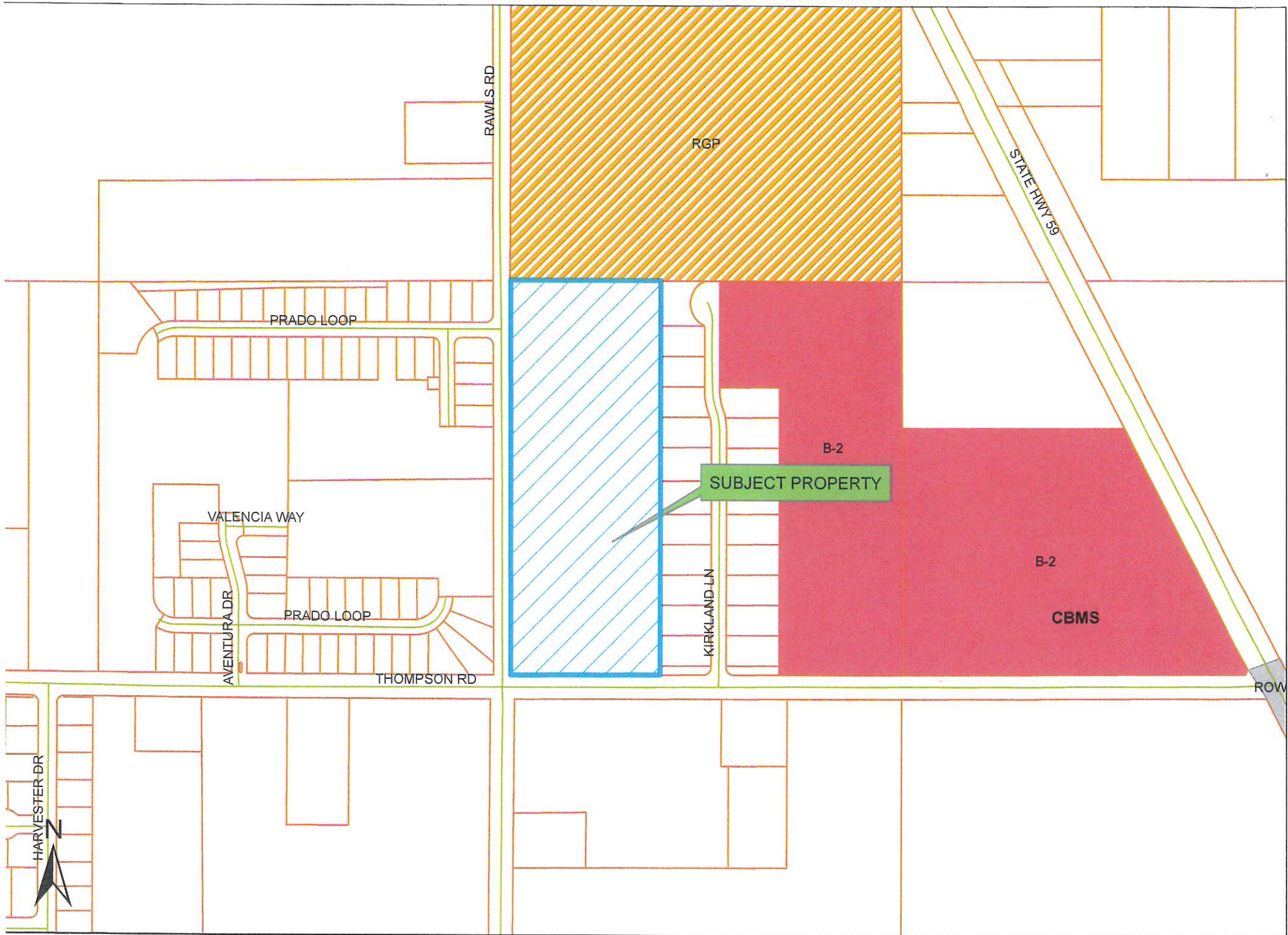




1 inch = 200 feet

CHILDRESS ANNEXATION  
SITE MAP





1 inch = 400 feet

### CHILDRESS ANNEXATION LOCATOR MAP

## ORDINANCE NO. 003-2022

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROBERTSDALE, ALABAMA, AS FOLLOWS:

WHEREAS, the City Council of the City of Robertsdale, Alabama has received a petition of annexation from Terry Spader, for the property located at 23704 State Highway 59, as a R-1 zone, and

WHEREAS, the Planning Commission of the City of Robertsdale has reviewed the proposed annexation of said petition and has recommended the Council proceed with the annexation, and

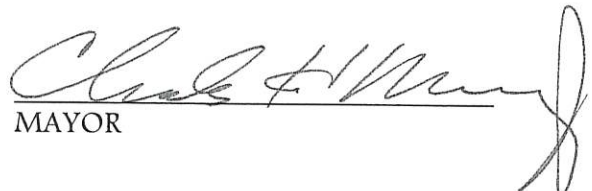
WHEREAS, the property being considered for annexations is contiguous with the current city limits, and

WHEREAS, the following is a legal description of the property:

Commence at the Southeast corner of the Northeast Quarter of Section 36, Township 5 South, Range 3 East, Baldwin County, Alabama; run thence West a distance of 50.0 feet to the West line of the L & N Railroad right-of-way; run thence North 27° 37' West along said right-of-way a distance of 1307.2 feet to the Northeast corner of the National Butane of Alabama, Inc., property and the Point of Beginning of the property herein described; continue thence North 27° 37' West along said right-of-way a distance of 82.55 feet; run thence South 81° 27' West a distance of 175.45 feet to the East line of U.S. Highway No. 90 (State Highway 59); run thence Southerly along the arc of a curve to the right having a chord distance of 79.81 feet and bearing South 10° 16' East to the Northwest corner of National Butane of Alabama, Inc., property, run thence North 81° 27' East a distance of 200.0 feet to the Point of Beginning, as shown on a recorded plat thereof prepared by David M. Givens and dated March 23, 1981.

BE IT FURTHER ORDAINED THAT THE OFFICIAL ZONING MAP, AS AMENDED, BE FURTHER AMENDED TO REFLECT THIS CHANGE.

Adopted and approved by the City Council of the City of Robertsdale, Alabama, on this 16<sup>th</sup> day of May, 2022.

  
MAYOR

ATTEST:

  
CITY CLERK

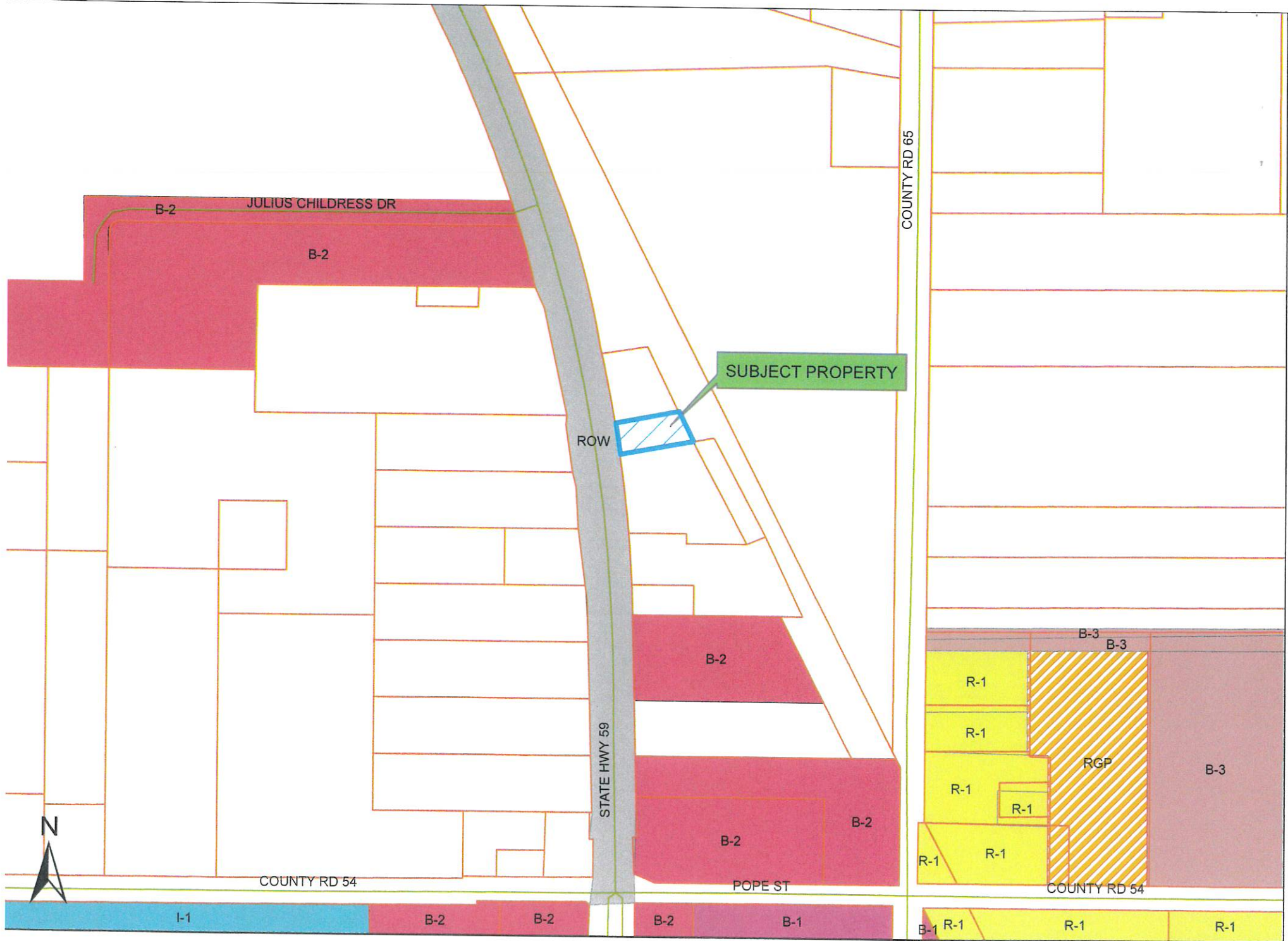
CERTIFICATION:

I, Shannon Burkett, as City Clerk of the City of Robertsdale, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 003-2022 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Robertsdale on the 16<sup>th</sup> day of May, 2022, as same appears in the official records of said City.









1 inch = 300 feet

### SPADER ANNEXATION LOCATOR MAP



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-0977, **Version:** 1

**Item #:** BA2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/21/2022

**Item Status:** New

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

**Submitted by:** Anu Gary, Administrative Services Manager

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### **ITEM TITLE**

Absentee Election Duties Related to the August 30, 2022, Special School Tax Election in the District 8 (Am. 382) School Tax District in Baldwin County (Daphne), Alabama

### **STAFF RECOMMENDATION**

Related to the August 30, 2022, Special School Tax Election in the District 8 (Am. 382) School Tax District in Baldwin County (Daphne), Alabama, take the following actions:

1) Pursuant to Section 17-11-2 of the Code of Alabama (1975), recognize the performance at and designate the place / office where the Absentee Election Manager shall perform such public duties for the applicable absentee election time period recognized by state law as follows:

Place: Baldwin County (Main) Courthouse at the County Seat in Bay Minette

Office: Office of Circuit Clerk of the 28th Judicial Circuit

8:00 a.m. - 4:30 p.m. (Monday - Friday)

2) Approve the request of the incoming Absentee Election Manager, Brenda Ganey, and authorize the execution of a Contract for Services with Evelina Hernandez for her services as Assistant to the Absentee Election Manager at a rate of compensation of \$75.00 per day worked for the applicable absentee election time period recognized by law. The term of the Contract shall commence no earlier than 12:01 a.m. on July 6, 2022, and expire no later than September 6, 2022, unless sooner terminated as set forth in the Contract.

### **BACKGROUND INFORMATION**

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

**Background:** Alabama Code Section 17-11-14 - Compensation of absentee election manager.

The county commission shall determine the amount of compensation to be paid to the absentee election manager for the performance of his or her duties with respect to absentee ballots for which his or her services are required during the 55-day period prior to the election, the day of the election,

and the seven-day period following the election, with the total number of days worked not exceeding 46 days. Such compensation shall be at least fifty dollars (\$50.00) per day or the same pay as an inspector as authorized under Section 17-8-12.

### **FINANCIAL IMPACT**

#### **Total cost of recommendation:**

Absentee Election Manager Compensation: \$150 per day worked not to exceed 46 days - \$6,900.00 maximum

Assistant: \$75 per day worked not to exceed 46 days - \$3,450.00 maximum

**Budget line item(s) to be used:** 10051910.54160 Absentee Voting Expense reimbursed by the School Tax District.

**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:** Time-sensitive

**Individual(s) responsible for follow up:** N/A

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

Contract to Assistant (2 original contracts):

Ms. Evelina Hernandez  
1411 Hand Avenue



Bay Minette, Alabama 36507

Cc (via email only):

Absentee Election Manager, Brenda Ganey

Probate Judge Harry D'Olive

Tammy Chance

Sheriff Huey Hoss Mack

Ron Cink

Cian Harrison

Eva Cutsinger

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

**CONTRACT FOR SERVICES  
(Evelina Hernandez)**

THIS CONTRACT FOR SERVICES is made by and between Evelina Hernandez, hereinafter referred to as "CONTRACTOR," and the BALDWIN COUNTY COMMISSION, the honorable county governing body of Baldwin County, Alabama, and a political subdivision of the State of Alabama, hereinafter referred to as "COUNTY."

WITNESSETH

**WHEREAS**, The Honorable Brenda Ganey, is the incoming "Absentee Election Manager" for Baldwin County, taking office on July 1, 2022, pursuant to §17-11-1, et seq., of the Code of Alabama 1975; and

**WHEREAS**, The Honorable Brenda Ganey has requested that the necessary professional services and expertise of one Evelina Hernandez (CONTRACTOR) be obtained, on a temporary part-time basis, for the purposes of aiding and/or assisting the Absentee Election Manager in her required duties relating to the August 30, 2022, Special School Tax Election in the District 8 (Am. 382) School Tax District in Baldwin County (Daphne), Alabama; and

**WHEREAS**, it is determined, by the Absentee Election Manager, that the CONTRACTOR possesses certain professional and unique qualifications and experience relating to the absentee election process, generally; and

**WHEREAS**, it is determined further, by the Absentee Election Manager and COUNTY, that the duties of the Absentee Election Manager of Baldwin County are, in fact, too numerous in number and great in magnitude for the Absentee Election Manager to accomplish adequately without the support of professional and experienced assistant; and

**WHEREAS**, Baldwin County is responsible for necessary and proper expenses and costs incurred in the carrying out of certain provisions, as outlined within Title 17 of the Code of Alabama 1975, surrounding elections generally; and

**WHEREAS**, it has been determined that such temporary part-time assistance to the Absentee Election Manager is, in fact, a necessary and proper expense or cost as anticipated by §17-11-16 Code of Alabama 1975; and

**WHEREAS**, the Attorney General of Alabama has rendered numerous opinions emphasizing that the Absentee Election Manager is vested with the authority to engage assistants to aid generally in the fulfillment of the Absentee Election Manager's duties (See, A.G. Nos. 93-064, 96-177, and 2003-057); and

**WHEREAS**, a general public purpose and a benefit to all citizens of Baldwin County will be served by providing both this requested assistance to the Absentee Election Manager and resulting expenditure of public funds by the COUNTY.

**NOW THEREFORE**, the premises considered, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

- I. RECITALS**. The above recitals are hereby incorporated as part of this Contract for Services as if fully set forth.

- II. NOTICES.** Any notice or consent required or permitted to be given under this Contract for Services shall be given to the respective party in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To the COUNTY: Baldwin County Administration Building  
Attn: Chairman of the Baldwin County Commission  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507

To the CONTRACTOR: Evelina Hernandez  
1411 Hand Avenue  
Bay Minette, Alabama 36507

or at such other address or to such other person that the Parties may from time to time designate in writing.

- III. SCOPE OF SERVICES.** The CONTRACTOR agrees to provide services, as referenced, only to the extent as authorized by the Absentee Election Manager as follows:

- a. Any and all services, whether clerical or otherwise, as required and/or directed by the Absentee Election Manager, to carry out and fulfill the intent of the election laws of the State of Alabama.
- b. Consult and coordinate on a regular basis with the Absentee Election Manager in providing the services herein.
- c. Provide, to the COUNTY, a synopsis of absentee election results for all elections held during the term of this Contract for Services at the direction of the Absentee Election Manager.

- IV. TERM/PERIOD OF PERFORMANCE.** The CONTRACTOR shall complete adequate performance of the duties and provisions herein for the applicable absentee election time periods recognized by law during the August 30, 2022, Special School Tax Election in the District 8 (Am. 382) School Tax District in Baldwin County (Daphne), Alabama, with commencement of her services beginning no earlier than July 6, 2022, and terminating no later than September 6, 2022, unless sooner terminated as set forth herein.

- V. TERMINATION.** It is understood and agreed that the COUNTY in its absolute discretion, with or without cause, may terminate this Contract for Services. Termination may be accomplished in writing or verbally. Once notice of termination is given by the COUNTY to the CONTRACTOR, this Contract for Services shall immediately and automatically terminate, and CONTRACTOR shall have no further right, permission or authority to perform the duties herein contemplated. Notice shall be effective upon mailing or other delivery as provided in paragraph II., or verbally if earlier.

**VI. COMPENSATION OF THE CONTRACTOR.** The CONTRACTOR shall be paid for performance under this Contract for Services in accordance with the following terms:

- a. The CONTRACTOR will be paid \$75.00/day worked commencing no earlier than July 6, 2022, and for each day worked thereafter during the applicable absentee election time periods recognized by law during the August 30, 2022, Special School Tax Election in the District 8 (Am. 382) School Tax District in Baldwin County (Daphne), Alabama, for the services rendered, no matter the number of hours spent in performance of the required duties.
- b. The CONTRACTOR shall provide to the COUNTY, by and through, and as and when directed by, the Absentee Election Manager, detailed documentation of the services rendered.
- c. Actual payments by the COUNTY for services provided herein shall be made, upon submission of the documentation as contemplated within the above section (Compensation of the Contractor).

**VII. INDEPENDENT CONTRACTOR.** The CONTRACTOR shall perform all of her services under this Contract for Services as an independent contractor and not as an employee of the COUNTY. The CONTRACTOR understands and acknowledges that he/she shall not be entitled to any of the benefits as an employee of the COUNTY, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. The CONTRACTOR further understands that such services are limited for a definite period of time and with a definite contract termination date.

**VIII. STANDARD OF PERFORMANCE.** The CONTRACTOR shall perform all duties required by this Contract for Services independently with little to no supervision. The CONTRACTOR represents that she has the skills and expertise necessary to perform the service required under this Contract for Services. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which the CONTRACTOR is engaged. All products of whatsoever nature, which the CONTRACTOR delivers to the COUNTY pursuant to this Contract for Services, if any, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in the CONTRACTOR'S profession. The CONTRACTOR shall correct or revise any errors or omissions at the COUNTY'S request without additional compensation.

**IX. TAXES.** The COUNTY shall not be responsible for paying any taxes on the CONTRACTOR'S behalf, and should the COUNTY be required to do so by state, federal, or local taxing agencies, the CONTRACTOR agrees to promptly reimburse the COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.



- X. **CONFLICT OF INTEREST.** The CONTRACTOR covenants that the CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service required to be performed under this Contract for Services.
- XI. **HOLD HARMLESS.** The CONTRACTOR shall defend, indemnify and hold harmless the COUNTY from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees, for any and all damage or injury, whether personally or to affected third persons, as a result of or incidental to the services rendered under this Contract for Services.
- XII. **ASSIGNMENT.** The CONTRACTOR shall not assign any of her rights nor transfer any of her obligations under this Contract for Services without the prior written consent of the COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect.
- XIII. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof. Such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Contract for Services shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- XIV. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to the COUNTY is intended to be exclusive of any other remedy or remedies, and the COUNTY retains each and every such remedy, now or hereafter existing at law or in equity or otherwise.
- XV. **TIME IS OF THE ESSENCE.** Time is of the essence in this Contract for Services and each covenant and term is a condition herein.
- XVI. **NO WAIVER OF DEFAULT.** No delay or omission of the COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein and every power and remedy given by this Contract for Services to the COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of the COUNTY.
- XVII. **ENTIRE CONTRACT AND AMENDMENT.** In conjunction with the matters considered herein, this Contract for Services contains the entire understanding and agreement of the Parties, and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Contract for Services may be altered, amended or modified only by an instrument in writing, executed by the Parties to this Contract for Services and by no other means. Each party waives their future right to claim, contest or assert that this Contract for Services was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppels.

**XVIII. COMPLIANCE WITH THE LAW.** The CONTRACTOR shall, at her sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to the Contract for Services generally.

**XIX. ALABAMA LAW.** This Contract for Services shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles. Any litigation regarding this Contract for Services or its contents shall be filed in the County of Baldwin, if in state court, or if in federal court, in the United States District Court for the Southern District of Alabama, Southern Division.

**XX. EXECUTION OF COUNTERPARTS.** This Contract for Services may be executed in two (2) counterparts, and each of such counterparts shall for all purposes be deemed to be an original if originally signed by all Parties hereto. All such counterparts, or as many of them as the Parties shall preserve undestroyed, shall together constitute one and the same instrument.

**XXI. DRUG-FREE WORK PLACE.** In accordance with the Drug-Free Work Place Act of 1988, as amended, and as a condition precedent to the execution of this Contract for Services, the CONTRACTOR certifies that he/she is responsible for knowing, and will comply with, the standards of the COUNTY's drug-free work place.


**IN TESTIMONY** of which, both COUNTY, by an appropriate motion adopted, at a legally authorized meeting of its governing body held on the 21<sup>st</sup> day of June, 2022, and CONTRACTOR, also in full agreement and acknowledgement of the terms contained herein, fully execute this Contract for Services as of the last date of execution by COUNTY below.

**COUNTY:**  
**BALDWIN COUNTY COMMISSION**  
**BALDWIN COUNTY, ALABAMA**

BY: \_\_\_\_\_  
JAMES E. BALL /Date  
Chairman

**ATTEST:**

\_\_\_\_\_  
RONALD J. CINK /Date  
Interim County Administrator

**CONTRACTOR:**  
 6-6-22  
EVELINA HERNANDEZ /Date

**\*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 JAMES E. BALL, as Chairman of the Baldwin County Commission, and RONALD J. CINK, as Interim County Administrator, whose names are signed to the foregoing Contract for Services, and who are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Services, they executed the same with full authority to do so on behalf of said Commission.

Given under my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2022.

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

STATE OF ALABAMA )

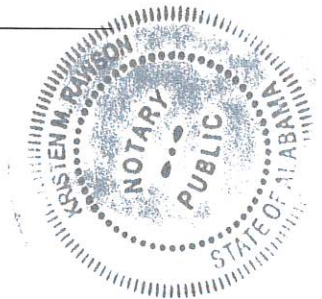
COUNTY OF BALDWIN )

I, KRISTEN M. RALSON, a Notary Public in and for said County, in said State, hereby certify that EVELINA HERNANDEZ, is the individual whose name is signed to the foregoing Contract for Services, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Services, she executed the same with full authority to do so voluntarily and personally.

Given under my hand and official seal, this the 6<sup>th</sup> day of June, 2022.

Kristen M. Ralson  
Notary Public \_\_\_\_\_ SEAL  
My Commission Expires: \_\_\_\_\_

My Commission Expires:  
December 28, 2024







STATE OF ALABAMA  
Department of Finance  
Office of the State Comptroller

100 North Union Street, Suite 220  
Montgomery, Alabama 36130-2620  
Telephone (334) 242-7050 Fax (334) 242-7466  
[www.comptroller.alabama.gov](http://www.comptroller.alabama.gov)

Kay Ivey  
Governor


Clinton Carter  
Finance Director

Kathleen D. Baxter, PhD, CGFM, CPM  
State Comptroller

March 26, 2018

MEMORANDUM

TO: ALL County Commissions

FROM: Kathleen D. Baxter  
State Comptroller 

SUBJECT: Compensation for Absentee Election Managers

This letter is to clarify the reimbursements due to the county for the Absentee Election Manager. Pursuant to Code of Alabama, Section 17-11-2, each county shall have an Absentee Election Manager to fulfill the duties assigned by the Code of Alabama. The Absentee Election Manager "shall be entitled to the same compensation for the performance of his or her duties as is provided in Section 17-11-14.

The discussion has been whether Absentee Election Managers are paid for holidays and weekends. This question was raised when reimbursement claims were being received for the election held December 12, 2017. The 45-day period prior to the election crossed Veteran's Day and the Thanksgiving holidays (Thursday, Friday and the weekend), and it was noticed that most of the counties submitted reimbursement claims for all those days over Thanksgiving.

After reviewing several Attorney General Opinions', it appeared that services must be performed to qualify for payment. My staff asked for clarification from our Legal team and it was returned that: *"Absentee Election Managers should only be paid for days actually worked, up to a maximum of 45 days preceding an election and including election day. Holidays and weekends are excluded, unless the individual actually performed work on those days."*

Since this was not understood by many counties, the State is reimbursing the counties for the days paid to Absentee Election Manager's for the December 12, 2017 election; however, on future claims the Absentee Election Manager should not be paid by the County unless work was performed, which includes work performed on holidays and weekends. For future elections, please submit a signed attendance record from the Absentee Election Manager to support the reimbursement for this cost. I have attached a sample document that may be used for this purpose. If you have any questions, please call or email Kim Butterbaugh at 334-242-7073, [kimberly.butterbaugh@comptroller.alabama.gov](mailto:kimberly.butterbaugh@comptroller.alabama.gov), or Pam Harris at 334-242-4225, [pam.harris@comptroller.alabama.gov](mailto:pam.harris@comptroller.alabama.gov).



\_\_\_\_\_(County)Absentee Election Manager  
ATTENDANCE REPORT

MONTH/YEAR \_\_\_\_\_

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL

MONTH/YEAR \_\_\_\_\_

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL

MONTH/YEAR \_\_\_\_\_

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL

**Grand Total of Days Worked** \_\_\_\_\_

The above services were rendered in accordance with Section 17-11-14, Code of Alabama 1975, as amended.

**I, do hereby certify that the days indicated above were worked in the performance of my duties as Absentee Election Manager for the election held \_\_\_\_\_.**

\$125.00 per diem x total # days \_\_\_\_\_ = \_\_\_\_\_  
Reimbursable Amount

Absentee Election Manager

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Sign Name

\_\_\_\_\_  
Date

## COMMISSION POLICY

## POLICY #2.10

**SUBJECT:** Polling Place Hours / Poll Worker Compensation

**DATE ADOPTED**  
February 7, 2012

**AGENDA ITEM**  
EA5

**OBSOLETE VERSIONS** (Can be found in the Inactive Policy Book.)

**DATE ADOPTED**

**PAGE (BCC MINUTES)**

December 15, 1992

Book 12, pg. 358

June 10, 1998

Book 20, pg. 313

February 19, 2008

Page 26

September 21, 2010

Page 13

*NOTE: (CHARACTERISTICS OF A GOOD POLICY AND PROCEDURE DOCUMENT) -- A policy is typically a document that outlines specific requirements or rules that must be met. The overall goal is to write policies that are clear, concise and in simple language. If you use an acronym, spell it out the first time you use it.*

### **POLICY STATEMENT**

This policy relates to the hours of operation for polling places as well as the provision of equivalent compensation for poll workers in Baldwin County, Alabama, for federal / state / statewide elections and special county elections; further, addressing compensatory issues for county employees, who work as a poll worker or with absentee balloting as part of their job responsibilities, in conformance with the *Baldwin County Commission Employee Handbook*.

#### **A. THE HOURS OF OPERATION OF POLLING PLACES**

In accordance with Section 17-9-6 of the Code of Alabama 1975, every polling place, in Baldwin County, Alabama, shall be open for voting at 7:00 A.M. and shall close at 7:00 P.M.

#### **B. COMPENSATION OF POLL WORKERS – GENERAL INFORMATION**

Section 45-2-111 of the Code of Alabama 1975 provides as follows:

Compensation - Poll workers.

In Baldwin County, each poll worker shall receive compensation payable out of the general fund of the county as set by the county commission from time to time. The compensation shall be in lieu of any and all prior or subsequent compensation provided by local law.

(Act 80-498, p. 772, §1; Act 92-670, 2nd Sp. Sess., p. 50, §1; Act 2007-265, p. 357, §1.)

**B. (1) COMPENSATION OF POLL WORKERS FOR FEDERAL / STATE / STATEWIDE ELECTIONS FOR WHICH COUNTY EXPENSES ARE REIMBURSED BY THE STATE OF ALABAMA AS DEFINED IN CHAPTER 16, TITLE 17 OF THE CODE OF ALABAMA 1975**

Under authority of Section 45-2-111 of the Code of Alabama 1975 (Act No. 92-670, as amended by Act No. 2007-265), and only for federal / state / statewide elections for which county expenses are reimbursed by the State of Alabama as defined in Chapter 16, Title 17, of the Code of Alabama 1975, the Baldwin County Commission shall compensate poll workers as follows:

Precinct Inspectors: One Hundred and Twenty-five Dollars (\$125) per day\*  
Precinct Chief Clerks: One Hundred and Ten Dollars (\$110) per day\* (\*\*)  
Precinct Clerks: One Hundred Dollars (\$100) per day\*

\* Section 17-8-12 of the Code of Alabama 1975 requires, for federal / state / statewide elections, Precinct Inspectors to be compensated \$100 per day and Precinct Clerks to be compensated \$75 per day which this policy, at this subsection, is compliant. Further, Section 17-8-12 of the Code of Alabama 1975 provides that poll workers, for federal / state / statewide elections, also receive additional compensation of \$25 upon completion of a local election school or being certified as a qualified poll worker by the Probate Judge which, upon the foregoing being accomplished, provides total compensation for eligible Precinct Inspectors at \$150 per day, Precinct Chief Clerks at \$135 per day and Precinct Clerks at \$125 per day.

(\*\*) This policy authorizes no more than ten (10) total Precinct Chief Clerks countywide for each election. A Precinct Chief Clerk shall discharge duties as designated, and as determined necessary, by the Probate Judge of Baldwin County. It is the intent of this policy that a Precinct Chief Clerk only be designated by the Probate Judge to aid a respective Precinct Inspector at a Polling Place with a large number of qualified electors necessitating aid to the respective Precinct Inspector.

**B. (2) COMPENSATION OF POLL WORKERS FOR SPECIAL BALDWIN COUNTY OR OTHER ELECTIONS HELD AT ANY TIME OTHER THAN AT THE TIME OF HOLDING FEDERAL / STATE / STATEWIDE ELECTIONS**

Under authority of Section 45-2-111 of the Code of Alabama 1975 (Act No. 92-670, as amended by Act No. 2007-265), and only for special Baldwin County or other elections held at any time other than at the time of holding federal / state / statewide elections, the Baldwin County Commission shall compensate poll workers as follows:

Precinct Inspectors: One Hundred and Fifty Dollars (\$150) per day  
Precinct Chief Clerks: One Hundred and Ten Dollars (\$135) per day (\*\*)  
Precinct Clerks: One Hundred and Twenty-five Dollars (\$125) per day

(\*\*) This policy authorizes no more than ten (10) total Precinct Chief Clerks countywide for each election. A Precinct Chief Clerk shall discharge duties as designated, and as determined necessary, by the Probate Judge of Baldwin County. It is the intent of this policy that a Precinct Chief Clerk only be designated by the Probate Judge to aid a respective Precinct Inspector at a Polling Place with a large number of qualified electors necessitating aid to the respective Precinct Inspector.

### **C. COUNTY EMPLOYEES**

In accordance with the *Baldwin County Commission Employee Handbook*, adopted by the Baldwin County Commission pursuant to Act No. 95-581, 1995 Regular Session of the Legislature of Alabama, as amended by Act No. 2005-159, 2005 Regular Session of the Legislature of Alabama, as amended by Act No. 2010-566, 2010 Regular Session of the Legislature of Alabama, a county employee who works as a poll worker or with absentee balloting as part of his or her job responsibilities as a county employee shall be paid for working the hours he or she is required to spend at the polls and shall be allowed to receive any additional fees allowed by law.

### **FORMS/ATTACHMENTS/EXHIBITS**

- 1) Act No. 92-670
- 2) Act No. 2007-265 (Section 45-2-111 of the Code of Alabama 1975)
- 3) Section 17-8-12 of the Code of Alabama 1975
- 4) *Baldwin County Commission Employee Handbook* (see III. Employee Benefits. D. 2. Voting)

### **RELATED POLICIES**

Baldwin County Commission Employee Handbook (see III. Employee Benefits. D. 2. Voting)

Act No. 92-670

H. 92 – Reps. Penry, McMillan

AN ACT

Relating to Baldwin County, providing further for the compensation of poll workers payable from the county general fund

*Be It Enacted by the Legislature of Alabama:*

**Section 1.** In Baldwin County each poll worker shall receive compensation in the amount of not more than one hundred dollars (\$100) per day nor less than fifty dollars (\$50) per day payable out of the general fund of the county as set by the county commission from time to time. The compensation shall be in lieu of any and all prior or subsequent compensation provided by law.

**Section 2.** All laws or parts of laws which conflict with this act are repealed.

**Section 3.** This act shall become effective immediately upon its passage and approval by the Governor, or upon its otherwise becoming a law.

Approved October 6, 1992

Time: 4:36 P.M.

**ACT No. 2007- 265**

1 HB633  
2 88668-3  
3 By Representatives McMillan, Davis, Faust, Baker (A) and  
4 Shiver (N & P)  
5 RFD: Baldwin County Legislation  
6 First Read: 10-APR-07



Page 0

1  
2     ENROLLED, An Act,  
3             Relating to Baldwin County; amending Act No. 92-670,  
4     1992 Second Special Session (Acts 1992, p. 50), providing for  
5     the compensation of poll workers, to further provide for the  
6     compensation.  
7     BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:  
8             Section 1. Section 1 of Act No. 92-670, 1992 Second  
9     Special Session (Acts 1992, p. 50), is amended to read as  
10    follows:  
11            "Section 1. In Baldwin County, each poll worker  
12    shall receive compensation payable out of the general fund of  
13    the county as set by the county commission from time to time.  
14    The compensation shall be in lieu of any and all prior or  
15    subsequent compensation provided by local law."  
16            Section 2. This act shall become effective  
17    immediately following its passage and approval by the  
18    Governor, or its otherwise becoming law.

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*Jeff. H. Smith*

Speaker of the House of Representatives

*Jim Zohmf*

President and Presiding Officer of the Senate

House of Representatives

I hereby certify that the within Act originated in  
and was passed by the House 12-APR-07.

Greg Pappas  
Clerk

Senate

29-MAY-07

Passed

APPROVED *June 6, 2007*  
TIME *11:35 a.m.*  
*Bob Riley*  
GOVERNOR

Alabama Secretary Of State

Act Num....: 2007-265  
Bill Num...: H-633

Page 2

Recv'd 06/06/07 01:58pmJJB



**HISTORY****Derivation of Section:**

This section is former Section 17-6-12, as amended and renumbered by Act 2006-570, § 41, effective January 1, 2007.

**Amendment notes:**

The 2006 amendment, effective January 1, 2007, substituted "inspector" for "returning officer", and substituted "precinct election officials present shall select one of their number to return the ballots to the county returning officer" for "inspectors or those acting as such

must appoint from the qualified electors one to serve during the election".

**Disposition of Former Section:**

Former Section 17-8-11 was amended and renumbered as Section 17-6-34 by Act 2006-570, § 33, effective January 1, 2007.

**LIBRARY REFERENCES****American Digest System:**

Elections § 251.

**Corpus Juris Secundum:**

C.J.S. Elections § 229.

**§ 17-8-12. Compensation of election officials.**

(a) The inspector and clerks shall each be entitled to base compensation of fifty dollars (\$50). The compensation of the election officials shall be paid as preferred claims, out of moneys in the county treasury not appropriated, on proper proof of service rendered. In all counties in which the compensation of election officials is prescribed by local law or general law of local application at an amount in excess of the amount prescribed, the compensation of the election officials shall not be decreased under this section and the county commission may increase the compensation so prescribed. In those counties in which compensation of election officials is set at an amount in excess of five dollars (\$5) per day, but less than fifty dollars (\$50) per day, the provision of the local law or general law of local application relative thereto is superseded and the compensation prescribed herein shall be the total compensation of election officials in the counties.

(b) In addition to the compensation provided in subsection (a), each clerk shall be entitled to supplemental compensation paid by the state to ensure that the total compensation paid to each shall be in an amount of at least seventy-five dollars (\$75) per day, and each inspector shall be entitled to supplemental compensation paid by the state in an amount that ensures that the total compensation of an inspector is at least one hundred dollars (\$100) per day. Upon completion of a local election school or being certified as a qualified poll worker by the probate judge, or both, each clerk and inspector shall be entitled to receive an additional twenty-five dollars (\$25) per day in compensation from the state. The increase provided for in this subsection shall not increase or decrease any salary supplement paid under a local law which is in effect on October 1, 2005. The provisions of this subsection shall only apply to those statewide elections for which county expenses are reimbursed by the state as defined in Chapter 16. The provisions of this subsection shall not apply to special county or other elections held at any time other than at the time of holding statewide elections. (Code 1876, § 290; Code 1886, § 386; Code 1896, § 1643; Code 1907, § 419; Code 1923, § 509; Code 1940, T. 17, § 198; Acts 1943, No. 311, p. 299; Acts 1947, No. 127, p. 38; Acts 1970, Ex. Sess., No. 30, p. 2652; Acts 1981, No. 81-674, p. 1099; Acts 1993, No. 93-639, p. 1095, § 1; Act 2000-671, p. 1338, § 1; Act

2006-327, p. 705, § 1; § 17-6-13; amended and renumbered by Act 2006-570, p. 1331, § 41.)

#### COMMENT

No substantive change. Precinct election officials are defined in § 17-1-2.

#### HISTORY

##### Derivation of Section:

This section is former Section 17-6-13, as amended and renumbered by Act 2006-570, § 41, effective January 1, 2007.

##### Amendment notes:

**The 1993 amendment**, effective May 13, 1993, in the first sentence, deleted "and" following "officer," substituted "\$50" for "\$25.00," and deleted "and the returning officer, in addition, to \$.25 a mile in going to the courthouse and returning to the place of holding the election" at the end of the sentence; deleted "otherwise" preceding "appropriated" in the second sentence; in the third sentence, deleted "However" preceding "in all," deleted "hereinabove" preceding "prescribed," substituted "the election" for "such election," and deleted "hereby, but in those" following "decreased"; and in the last sentence, inserted "compensation of," deleted "compensation" following "officials," substituted "less than \$50" for "not as much as \$25.00," deleted "hereby" preceding "superseded," deleted "hereinabove" preceding "prescribed," and substituted "the counties" for "such counties."

**The 2000 amendment**, effective October 1, 2000, designated the existing provisions as subsection (a); and added subsection (b).

**The 2006 amendments.** — The 2006 amendment by Act 2006-327, effective April 11, 2006, in subsection (a) substituted "base compensation of fifty dollars (\$50). The compensation of the election officials" for "\$50. The several claims," substituted "decreased under this section and the county commission may increase the compensation so prescribed. In those" for "increased or decreased. Those", substituted "five dollars (\$5)" for "\$5", substituted "fifty dollars (\$50)" for "\$50", and inserted "herein"; and in subsection (b), in the first sentence deleted "inspector," following "officer", inserted "supplemental", deleted "election official" following "each" and substituted "seventy-five dollars (\$75) per day, and each inspector shall be entitled to supplemental compensation paid by the state in an amount that ensures that the total compensation of an inspector is at least one hundred dollars (\$100) per day" for "seventy dollars (\$70) per day", inserted the second sentence, in the third sentence substituted "2005" for "2000", in the fourth sentence de-

leted "and the on-site balloting days associated therewith" following "title", and in the final sentence substituted "to special" for "to: (1) Special" and deleted "elections; or (2) on-site balloting days associated with such special county or other elections, including municipal" following "statewide".

The 2006 amendment by Act 2006-570, effective January 1, 2007, in subsection (a) substituted "precinct election officials" for "returning officer, the inspectors, and clerks", a change which was not included in the section as harmonized by the Code Commissioner; and in subsection (b) substituted "precinct election official" for "returning officer, inspector, and clerk", which was likewise not included in the harmonized section, and substituted "Chapter 16" for "Chapter 21".

##### Code Commissioner's Notes

This section was affected by Act 2006-327 and Act 2006-570. Act 2006-570 is essentially a recodification of Title 17. Section 90 of Act 2006-570 provides:

"(a) The purpose of this act is to substantially revise the provisions of Title 17 of the Code of Alabama 1975, to modernize the language, to resolve ambiguities that have arisen from multiple enactments over the years, to incorporate judicial decisions and constructions of language, to incorporate administrative rules, and to make other technical changes to Title 17, all without making any substantive change in existing law.

"(b) To further the purpose of this act, any section of any act enacted at the 2006 Regular Session in substantive conflict with any provision of this act shall prevail over this act whether enacted before or after this act.

"(c) When codifying this act and acts of the 2006 Regular Session or any special session occurring before the 2007 Regular Session, the Code Commissioner shall place the provisions of other acts relating to the subject of this act within the structure of Title 17 as altered by this act. Actions taken by the Code Commissioner in complying with this requirement shall include, but not be limited to, placing a section that is amended and renumbered by this act into the code in the substantive form as amended by the other act but assigning it the code section number contained in this act and assigning a section number based on the numbering system contained in this act for any

section amended by another act that is repealed by this act."

Act 2006-570, effective January 1, 2007, revised this title and renumbered Section 17-6-13 as Section 17-8-12. Act 2006-570 generally amended the section to conform with the revised title, including changing references to returning officers, the inspectors, and clerks to precinct election officials; deleted language concerning on-site balloting days; and adjusted internal references. Act 2006-570 did not change language concerning the compensation of election officials.

Act 2006-327, effective April 11, 2006, described the \$50 payment as base compensation; specified that compensation shall not be decreased but may be increased by the county commission; increased supplemental compensation so that total compensation is at least \$75 per day for returning officers and clerks and \$100 per day for an inspector; provided for an additional \$25 per day payment upon completion of a local election school or certification as a qualified poll worker; and changed local law application date range from 2000 to 2005.

In compliance with Section 90 of Act 2006-570 and the general authority granted the Code Commissioner in Section 29-7-8(a)(11), the Code Commissioner gave effect to both acts as set forth above. Further, in 2006, pursuant to the authority granted in 29-7-8(a)(11), the Code Commissioner deleted references to "returning officer". Such edito-

rial action was taken in order to conform this section with Section 17-8-1, which deletes references to the returning officer and provides that the inspector shall serve as returning officer for the voting place. These editorial changes result in compensation as specified in Act 2006-327 being provided in this section only to inspectors and clerks.

#### Disposition of Former Section:

Former Section 17-8-12 was repealed by Act 2006-570, § 89, effective January 1, 2007.

#### LIBRARY REFERENCES

##### American Digest System:

Elections ¶53.

##### Corpus Juris Secundum:

C.J.S. Elections § 63.

#### CASENOTES

##### Priority of claims 1

##### 1. Priority of claims

The fact that election expense is an involuntary expense of county makes such expense a preferred claim against the county, taking precedence over general and voluntary obligations. *Abrasley v. Jefferson County*, 241 Ala. 660, 4 So.2d 153 (Ala.1941). Counties ¶ 207(1)

Cited in State ex rel. *Austin v. Black*, 224 Ala.200, 139 So. 431 (1932).

#### § 17-8-13. Certain election officials excused from employment to perform election duties.

(a) All laws to the contrary notwithstanding, any precinct election official appointed pursuant to Section 17-8-1 shall be excused from his or her employment without penalty of loss of time for election day only in order to perform the duties of the position to which he or she has been appointed. Proper documentation of the appointment and the dates of the required service shall be furnished to the employer by the appointee at least seven days before the expected absence from his or her employment.

(b) This section shall not apply to any employee working for an employer with 25 or fewer employees or require an employer to compensate an employee while performing the duties as prescribed in subsection (a). (Act 2001-1130, 4th Sp. Sess., p. 1210, §§ 1, 2; Act 2002-412, p. 1038, §§ 1, 2; § 17-6-17; amended and renumbered by Act 2006-570, p. 1331, § 41.)

#### COMMENT

No substantive change. Precinct election official defined in § 17-1-2.

given, if February - May, two (2) personal leave days will be given, or June - September, one (1) personal leave day will be given.

These days can be taken for any personal reason. Personal leave days should be scheduled in full eight (8) hour segments as much in advance as possible. Partial days may not be used. These personal leave days must be taken between the first and last full pay period in the fiscal year. No employee will be permitted to carryover personal leave days to the following fiscal year.

Employees leaving employment with Baldwin County will be paid for any personal leave not taken. Employees may not borrow personal leave. Any full-time or probationary employee who is absent and who does not have any sick or annual leave available may take his or her personal leave days or leave without pay.

#### **D. OTHER LEAVE WITH PAY**

Employees may be authorized leave with pay for absences which are not counted as annual leave, sick leave or personal leave for any of the following reasons:

##### **1. Jury Duty**

Leave will be granted an employee for jury duty. The employee must submit a work permit furnished by the court with time card. All fees paid by the court shall be retained by the employee. Jury duty will be considered as any other time worked.

##### **2. Voting**

An employee who works as a poll worker or with absentee balloting as part of his or her job responsibilities as a County employee shall be paid for working the hours he or she is required to spend at the polls and shall be allowed to receive any additional fees allowed by law.

Employees will be encouraged to exercise his/her right to vote.

##### **3. Court Attendance**

Attendance in court by law enforcement officers or other employees in an official capacity during their regularly scheduled work days shall not be considered as a civil/legal leave. Except where it would be contrary to law, the employee may retain any fees received in addition to his or her pay.

# Ala. Code § 17-11-14

## Section 17-11-14 - Compensation of absentee election manager

The county commission shall determine the amount of compensation to be paid to the absentee election manager or other absentee election manager for the performance of his or her duties with respect to absentee ballots for which his or her services are required during the 55-day period prior to the election, the day of the election, and the seven-day period following the election during which ballots under the Uniformed and Overseas Citizens Absentee Voting Act may be returned, but such compensation shall be at least fifty dollars (\$50) per day or the same pay as an inspector as authorized under Section 17-8-12, and the total number of days worked may not exceed 46 days. In all counties in which the compensation of absentee election managers is prescribed by local law or general law of local application at an amount in excess of the amount prescribed, the compensation of the absentee election manager shall not be increased or decreased. The amount shall be the total compensation allowed the absentee election manager for duties relating to absentee ballots in all elections held on the same day and shall be paid from the county treasury. Any reimbursement shall be as provided in Chapter 16.

*Ala. Code § 17-11-14 (1975)*

Amended by Act 2019-415, § 1, eff. 9/1/2019.

Acts 1975, No. 1147, p. 2251, §12; Acts 1978, No. 616, p. 873, §8; Acts 1986, No. 86-428, p. 791, §5; Acts 1988, No. 88-88, p. 114, §2; Act 2000-722, p. 1547, §1; §17-10-14; amended and renumbered by Act 2006-570, p. 1331, §52; Act 2010-687, p. 1660, § 2.

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# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-0968, **Version:** 1

**Item #:** BA3

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/21/2022

**Item Status:** New

**From:** Ronald J. Cink, Budget Director

**Submitted by:** Barbara Pate, Commission Executive Assistant

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### **ITEM TITLE**

Renewal of Lease Agreement with City of Bay Minette for Police Department Complex

### **STAFF RECOMMENDATION**

As requested by the City of Bay Minette, approve renewal of the Lease Agreement between the Baldwin County Commission and the City of Bay Minette, originally approved on August 18, 2020, for the City of Bay Minette (Police Department) to lease and occupy the County-owned property known as the Bay Minette Police Department Complex, located at 300 North Hoyle Avenue in Bay Minette, Alabama.

The first extension term of the lease agreement will be for a period of one (1) year, commencing on August 24, 2022, and expiring August 23, 2023. The Lease Agreement may be extended for one (1) additional extension term in accordance with said Lease Agreement.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** See below.

**Background:** Staff received a request from Mayor Robert Wills, City of Bay Minette, on May 10, 2022, to extend the lease agreement for the Bay Minette Police Department Complex, for a one (1) year period. The initial lease agreement commenced on August 24, 2020, for a two (2) year period, expiring August 23, 2022.

July 7, 2020, BCC Regular Meeting - The Commission approved and authorized the Chairman to execute the Purchase Agreement between the Baldwin County Commission and the City of Bay Minette, in the amount of \$895,000.00 for the Bay Minette Police Department Complex, located at 300 North Hoyle Avenue, Bay Minette, Alabama.

August 18, 2020, BCC Regular Meeting - The Commission approved and authorized the execution of a Lease Agreement between the City of Bay Minette and the Baldwin County Commission for the Bay Minette Police Department to lease and occupy the Bay Minette Police Department Complex,

commencing on August 24, 2020 and expiring August 23, 2022.

**FINANCIAL IMPACT**

**Total cost of recommendation:** The City of Bay Minette is responsible for the cost of the following:  
Non-structural repairs, interior painting, and redecorating;  
Landscaping;  
Water, sewer, gas and electricity\*; and  
Rubbish removal.

\*Until such time as some or all of the utilities are separately metered, City shall reimburse the County for the cost of utilities for the building on a pro-rata basis calculated by square footage.

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

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

**LEGAL IMPACT**

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

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Administration and Finance & Accounting Departments.

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

1) Correspondence to the City of Bay Minette (certified or registered mail and email) and Baldwin County Commission.

Ms. Tammy Smith, City Administrator/Finance Director  
City of Bay Minette

301 D'Olive Street  
Bay Minette, Alabama 36507

Tammy Smith, tsmith@ci.bay-minette.al.us  
Mayor Wills, rwills@ci.bay-minette.al.us

cc: Ron Cink, Cian Harrison, Eva Cutsinger, Christie Davis

2) Append Extended Lease Agreement to original Agreement and upload to BCAP Contracts / Lease Agreements.

3) Add all documents to Deed Book for the Bay Minette Police Department Complex Initial Extension Term.

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

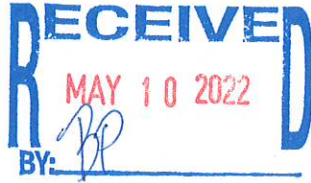


# City of Bay Minette

301 D'Olive Street | Bay Minette, AL 36507 | Phone (251) 580-1619 | [www.cityofbayminette.org](http://www.cityofbayminette.org)



ABCO  
RC  
CH



May 2, 2022

Baldwin County Commission  
312 Courthouse Square, Suite D  
Bay Minette, AL 36507

RE: Lease Agreement – 300 North Hoyle Avenue

Please accept this letter as notification that the City of Bay Minette wishes to exercise the first option to extend the lease term for the building lease located at 300 North Hoyle Avenue. The option to extend the term is provided for in section 2.a of the lease dated August 24, 2020 with an initial term of August 24, 2020 through August 23, 2022.

The City's intent through the exercise of this option is to extend the lease for one year through August 23, 2023 while we pursue construction of the City's Justice Center.

Thank you for your assistance in this matter.

Sincerely,

Robert A. "Bob" Wills  
Mayor

Robert A. Wills  
Mayor

Pete Sellers  
District 1

Mike Phillips  
District 2

Matt Franklin  
District 3

William Taylor  
District 4

Shannon Clemmons  
District 5

Tammy S. Smith, CPA  
City Administrator/ Finance Director

Rita Diedrich  
City Clerk/HR Director

STATE OF ALABAMA

LEASE AGREEMENT

COUNTY OF BALDWIN

THIS LEASE AGREEMENT ("Lease") is made this 24<sup>th</sup> day of August, 2020, between the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama ("Lessor") and the CITY OF BAY MINETTE, ALABAMA, an Alabama municipal corporation ("Lessee").

WHEREAS, Lessor is the owner of that certain real property located at 300 North Hoyle Avenue in the City of Bay Minette, in Baldwin County, Alabama, and the building and improvements thereon;

WHEREAS, Lessee desires to lease from Lessor, and Lessor desires to lease to Lessee, said property pursuant to the terms and conditions set forth herein; and

WHEREAS, this Lease is made in further consideration of that certain purchase agreement ("Purchase Agreement") dated July 7, 2020 between the parties hereto and the covenants and agreements contained herein.

NOW THEREFORE, in consideration of the parties' mutual understandings and obligations and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Lease of Premises. Lessor hereby grants, leases and demises unto Lessee approximately Nine Thousand (9,000) square feet of the building ("Building") located at 300 North Hoyle Avenue in the City of Bay Minette, in Baldwin County, Alabama, said space also being referred to as the Bay Minette Police Department, being depicted on Exhibit A attached hereto and incorporated herein by reference (the "Leased Premises"), for exclusive occupancy and use as a police department, and not otherwise, for and during the term of twenty-four (24) months from, to-wit: the 24<sup>th</sup> day of August, 2020 to the 23<sup>rd</sup> day of August, 2022. This period is herein referred to as the initial "Term" of this Lease.

2. Option to Extend Term. Lessee may, in its sole and absolute discretion, extend this lease beyond the expiration date for two (2) additional renewal terms (each an "Extension Term"), each being for a period of one (1) year, upon the following conditions:

(a) Lessee may exercise each Extension Term by giving Lessor notice of its intention to do so not later than ninety (90) days before the lease Term expires in the case of the initial Extension Term, or before the initial Extension Term expires. Notice of Lessee's exercise of an Extension Term under this Lease shall be delivered to Lessor at the address provided below. Notwithstanding anything contained herein to the contrary, in the event Lessee fails to provide notice of its exercise of an Extension Term, neither the initial Extension Term nor the second Extension Term shall terminate unless Lessor first provides

Lessee with written notice and ten (10) business days to cure its failure to provide such notice.

(b) Regardless of the timing of Lessee's exercise of either of the two (2) Extension Terms, the period for the initial Term will begin on the day following the expiration date of the lease Term specified in Paragraph 1 and for the second Extension Term, if exercised, the second Extension Term will begin on the day following the expiration date of the initial Extension Term.

(c) The terms and covenants of this Lease shall apply to all Extension Terms.

3. Holdover. If Lessee holds over and continues in possession of the Leased Premises after the lease Term (or any extension of it) expires, Lessee will be considered to be occupying the Leased Premises on a month-to-month tenancy, subject to all of the terms and conditions of this lease.

4. Property and Casualty Insurance. At all times while this Lease remains in effect, Lessor shall maintain, at its sole cost, insurance covering the Building, including the Leased Premises, against loss or damage by fire, vandalism, malicious mischief, windstorm, hail, smoke, explosion, riot, civil commotion, vehicles, aircraft, flood, or earthquake. The insurance shall be carried by insurance companies authorized to transact business in Alabama, selected by Lessor, in its reasonable discretion. In addition, the insurance shall be in amounts no less than one hundred percent (100%) of the replacement cost of the Building, exclusive of foundations and below-ground improvements.

5. Compliance with Laws. Lessee may not use, or permit using, the Leased Premises in any manner that results in waste of the Leased Premises or constitutes a nuisance or for any illegal purpose. Lessee, at its own expense, will comply, and will cause its officers, employees, agents, and invitees to comply, with all applicable laws, ordinances, and governmental rules and regulations concerning the use of the Leased Premises, including applicable laws, ordinances or regulations concerning hazardous materials.

6. Services and Maintenance by Lessor. Lessor shall be responsible for the maintenance of the structural and mechanical components of the Leased Premises.

7. Operating Costs. Lessee shall be responsible for the cost of the following:

- (a) Non-structural repairs, interior painting and redecorating;
- (b) Landscaping;
- (c) Water, sewer, gas and electricity<sup>1</sup>; and
- (d) Rubbish removal.

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<sup>1</sup> Until such time as some or all of the utilities are separately metered, Lessee shall reimburse Lessor for the cost of utilities for the Building on a pro-rata basis calculated by square footage.

8. Maintenance and Surrender by Lessee. Lessee will keep the Leased Premises free from waste or nuisance throughout the lease term and any extensions of it. When the lease terminates, Lessee must deliver the Leased Premises in as good a state of repair and condition as they were in when Lessor delivered possession to Lessee, except for reasonable wear and tear. If Lessee neglects to reasonably maintain the Leased Premises, Lessor may, but is not required to, cause repairs or corrections to be made. Any reasonable costs incurred for repairs or corrections for which Lessee is responsible under this section are payable by Lessee to Lessor as additional rental on the next rental installment date.

9. Taxes on Lessee's Property. Taxes, if any, levied or assessed against personal property, furniture, or fixtures of Lessee in or on the Leased Premises shall be the responsibility of Lessee.

10. Alterations, Additions, Improvements and Fixtures.

(a) Lessee may not make any alterations, additions, or improvements to the Leased Premises without Lessor's prior written consent, to be exercised by Lessor in its reasonable discretion.

(b) Lessee must promptly remove, if Lessor so elects, all alterations, additions, and improvements, and any other property placed in or on the Leased Premises by Lessee, and Lessee must repair any damage caused by the removal. Any alterations, additions, or improvements made by Lessee and not removed in accordance herewith, shall become Lessor's property when this lease terminates.

(c) Lessee has the right at all times to erect or install furniture and fixtures, as long as Lessee complies with all applicable governmental laws, ordinances, and regulations. Lessee may remove such items when this lease terminates, if the fixtures can be removed without structural damage to the Leased Premises. Before this lease terminates, Lessee must repair any damage caused by removing any fixtures. Any furniture or fixtures not removed by Lessee when this lease terminates are considered abandoned by Lessee and automatically become Lessor's property.

11. Insurance obligations of Lessee. Lessee agrees to maintain a policy of general liability insurance covering the Leased Premises and its operations thereon, in form and amount as deemed acceptable to Lessor, in its reasonable discretion. It shall be the sole duty and responsibility of Lessee to maintain, in force, for the entirety of the initial Term and any Extension Term, insurance coverage of all of Lessee's contents located in or around the Leased Premises.

12. Hold Harmless. To the extent permitted by Alabama law, Lessee shall defend, indemnify and hold Lessor harmless for any loss, damage, or injury of any kind or character to any person or property arising from any use of the Leased Premises by Lessee, or any of its agents, employees, licensees, or invitees, or by or from any accident, fire, or other casualty on the Leased Premises, or occasioned by the failure of Lessee to maintain the Leased Premises in safe condition. Lessee waives all claims and demands on its behalf against Lessor for any loss, damage,

or injury arising from any claims or demands of other persons concerning any loss, damage, or injury, caused other than by the negligent or intentional act or omission of Lessor.

13. Damage or Destruction. In the event that the Leased Premises, or any part of it is damaged or destroyed by any cause whatsoever, to the extent of insurance coverage, Lessor shall commence and diligently pursue to completion the repair, restoration, or replacement of the damaged or destroyed Leased Premises, and this Lease shall remain in full force and effect.

14. Inspection by Lessor. Upon forty-eight (48) hours' advance notice, Lessor and its officers, agents, employees, and representatives may enter any part of the Leased Premises for purposes of inspection, cleaning, maintenance, repairs, alterations, or additions as Lessor considers necessary (but without any obligation to perform any of these functions except as stated in this lease).

15. Encumbrances Not Permitted. Lessee shall not create, permit, or suffer any mechanics' or other liens or encumbrances on or affecting the Leased Premises or the fee estate or reversion of Lessor.

16. Assignment. Neither party shall be permitted to assign any or all of its interest under this lease.

17. Lessee's Default. The following events are considered events of default by Lessee under this lease:

(a) Lessee fails to comply with any term or covenant of this lease, and does not cure the failure within twenty (20) days after written notice of the failure to Lessee.

(b) Lessee deserts or vacates any substantial portion of the Leased Premises for thirty (30) or more days.

18. Lessor's Remedies. If any default specified in Paragraph 18 occurs, Lessor may pursue any remedy available under applicable Alabama law.

19. Lessor's Default. If Lessor defaults in performing any term or covenant that Lessor must perform under this lease, Lessee may after not fewer than twenty (20) days' notice to Lessor (or if Lessor cannot comply within twenty (20) days, within such additional time frame needed to cure, provided Lessor is diligently pursuing the cure of the same), remedy the default by deducting any reasonable costs associated with curing Lessor's default against future installments of any amounts due to Lessor hereunder until Lessee is reimbursed in full.

20. Waiver of Default. Either party's waiving any default or violation or breach of any term or covenant of this lease does not waive any other violation or breach of any term or covenant of the lease. Nor does either party's forbearing to enforce one or more of the remedies provided in

this lease or by law upon a default waive the default. Lessor's accepting rent following default under this lease does not waive the default.

21. Miscellaneous.

(a) Notices and Addresses. All notices required under this lease must be given by certified or registered mail, addressed to the proper party, at the following addresses:

Lessor: Baldwin County Commission  
Attn: Wayne Dyess, County Administrator  
312 Courthouse Square, Suite D  
Bay Minette, Alabama 36507

Lessee: City of Bay Minette  
Attn: Tammy Smith, City Administrator/Finance Director  
301 D'Olive Street  
Bay Minette, Alabama 36507

Either party may change the address to which notices are to be sent by sending written notice of the new address to the other party in accordance with the terms of this section.

(b) Parties Bound. This agreement binds, and inures to the benefit of, the parties to the lease and their respective successors and permitted assignees.

(c) Choice of Law. This agreement is to be construed under Alabama law, and all obligations of the parties created by this agreement are performable in Baldwin County, Alabama.

(d) Legal Construction. If any one or more of the provisions in this agreement are for any reason held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision of the agreement, which will be construed as if it had not included the invalid, illegal, or unenforceable provision.

(e) Prior Agreements Superseded. This agreement constitutes the parties' sole agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter.

(f) Amendment. No amendment, modification, or alteration of the terms of this agreement is binding unless in writing, dated subsequent to the date of this agreement, and duly executed by the parties.

(g) Rights and Remedies Cumulative. The rights and remedies provided by this lease are cumulative, and either party's using any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

(h) Attorney's Fees and Costs. If any action is brought to enforce this agreement, the prevailing party is entitled to recover reasonable attorney's fees from the other party, in addition to any other relief that may be awarded.

(i) Force Majeure. Neither Lessor nor Lessee is required to perform any term or covenant of this lease so long as performance is delayed or prevented by *force majeure*, which includes acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within Lessor's or Lessee's control and that Lessor or Lessee cannot, by exercising due diligence, prevent or overcome in whole or part.

(j) Time of Essence. Time is of the essence of this agreement.

The undersigned Lessor and Lessee execute this agreement on August 24, 2020, at Bay Minette, Baldwin County, Alabama.

[signature pages to follow]



LESSOR:

BALDWIN COUNTY, ALABAMA

Billie Jo Underwood  
Billie Jo Underwood  
Chairman

ATTEST:

Wayne Dyess  
Wayne Dyess  
County Administrator

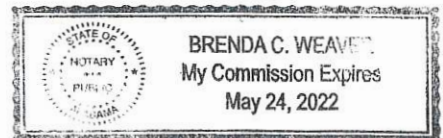
STATE OF ALABAMA  
COUNTY OF BALDWIN

I, Brenda C Weaver, 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, the governing body of Baldwin County, Alabama, a political subdivision of the State of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of such instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said commission on the day the same bears date.

Given under my hand and seal this 24<sup>th</sup> day of August, 2020.

Brenda C Weaver  
Notary Public

My Commission Expires: 5-24-22



LESSEE:

CITY OF BAY MINETTE



Robert A. "Bob" Wills  
Mayor

ATTEST:

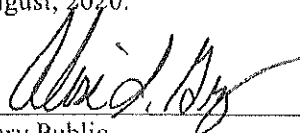


Rita Diedrich  
City Clerk

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, Alisa S. Gray, a Notary Public, in and for said County in said State, hereby certify that ROBERT A. "BOB" WILLS and RITA DIEDTRICH, whose names as Mayor and City Clerk, respectively, of the City of Bay Minette, Alabama, a municipal corporation, 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 municipal corporation.

Given under my hand and seal this 24<sup>th</sup> day of August, 2020.



Notary Public

My Commission Expires: 10-1-23

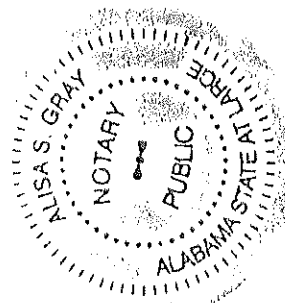
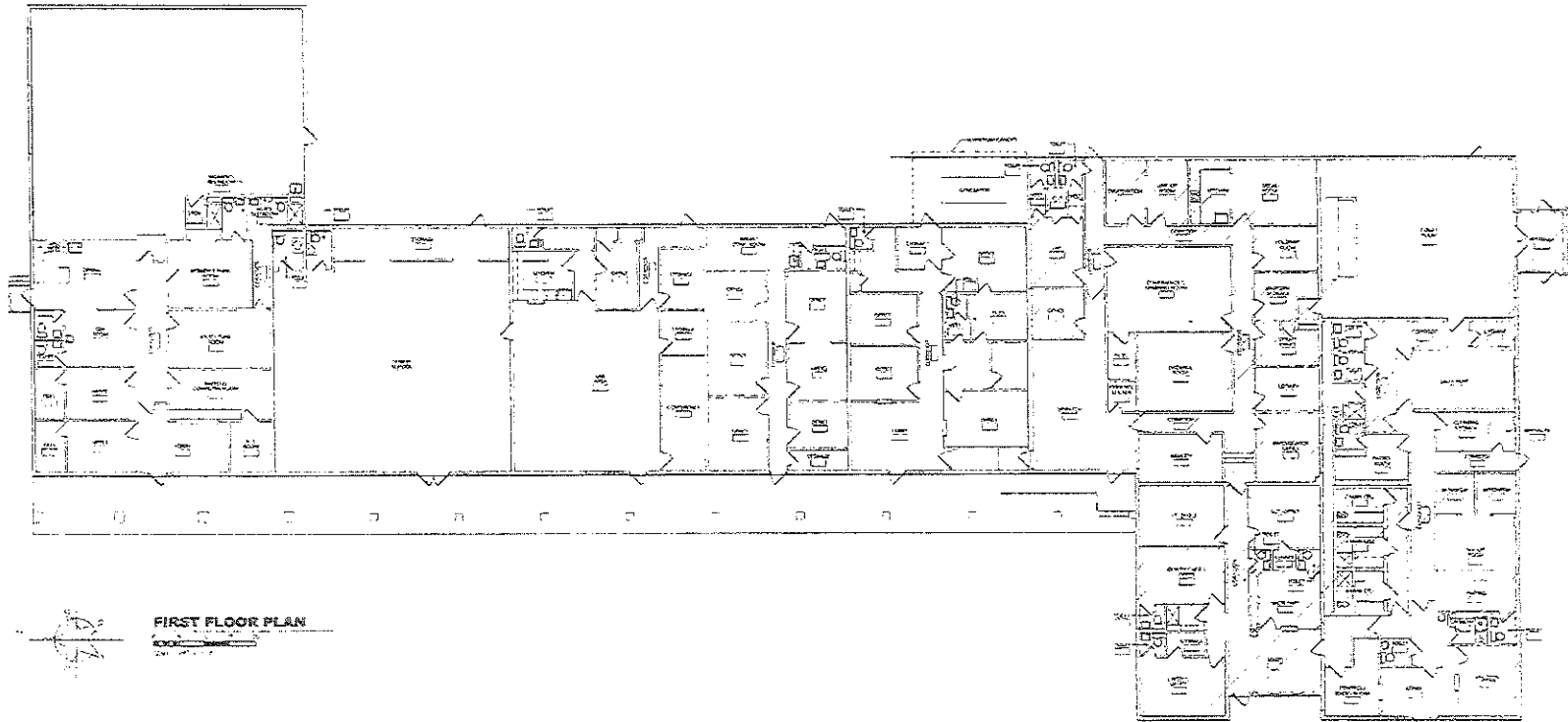


Exhibit A



FIRST FLOOR PLAN

EXISTING FLOOR PLAN for the  
BAY MINETTE POLICE DEPT. BUILDING COMPLEX  
FOR THE  
BALDWIN COUNTY SHERIFF'S OFFICE  
BAY MINETTE, ALABAMA

ADVANCED SET - NOT FOR CONSTRUCTION



architects inc.  
Montgomery, Alabama



A1.1



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1086, **Version:** 1

**Item #:** BA4

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/21/2022

**Item Status:** New

**From:** Ronald J. Cink, Budget Director

**Submitted by:** Victoria Key, Administrative Support Specialist

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### **ITEM TITLE**

Revision of County Take Home Vehicle List - June 2022

### **STAFF RECOMMENDATION**

Approve the revised County Take Home Vehicle List - June 2022.

The total number of Baldwin County Commission departmental staff driving County owned vehicles home is 203.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** May 3, 2022 - Last revision to County Take Home Vehicle List.

#### **Background:**

Staff received a request from Joey Nunnally, County Engineer, to revise the County Take Home Vehicle List as follows:

#### **Added:**

Highway - Tate Chalfant, Right-of-Way Manager

By approving the revised list, staff will be able to provide the Clerk / Treasurer with an accurate list of employees for tax purposes.

#### **General Background:**

Baldwin County Commission Policy #2.9 provides that, in December of each year, the County Administrator shall present a current list of employees who drive County owned vehicles assigned to the Baldwin County Commission. The County Administrator has collected data on all vehicles assigned to Department Directors, Elected Officials and Staff. These vehicles are further defined by the number of vehicles driven home (and by whom) for the Baldwin County Commission to review and approve. If changes occur during the year, staff brings the revised list to the Baldwin County Commission to review and approve.

### **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:** Victoria Key, Administrative Support Specialist - Email approved list to Cian Harrison, Clerk / Treasurer

cc: Administration Staff

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

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

## County Take Home Vehicle List - June 2022

### County Commission

Vehicle Description	Employee	Round Trip (Estimated)	Reason for Need to Drive Vehicle Home
<b>Administration</b>			
2021 Chevrolet Silverado 1500	Ron Cink	22	Required to travel all over the county at any given time.
<b>Animal Shelter</b>			
2011 Ford F-250	Shealyn Flowers	12	On Call Animal Control Officer
2019 Ford F-250	Michael Dorman	12	On Call Animal Control Officer
2019 Ford F-250	Gina Jones	75	On Call Animal Control Officer
<b>Building Department</b>			
2020 Ford F-150	Eddie Harper	40	Building Official is on call 24/7 for emergency purposes. We are required to approve entry into any structures that may be damaged due to storms, fires and accidents at all hours. The Building official also attends after hours meetings with various organizations in all areas of the County, i.e. (Home Builders and Realtor associations). Duties also include being available at 3 offices located in Foley, Fairhope and Bay Minette. Building Official will also serve as back up inspector for all 3 offices as needed.
2017 Ford F-150	Frederick "Freddy" Holman	12	The Building Department is implementing online permit inspection software which can be accessed via any mobile device. Inspectors will be able to view their daily inspection assignments and construction plans from their iPads. Direct from home allows a more timely response to job sites especially since most of our inspectors live in the inspection territories that they are assigned to.
2019 Ford F-150	Murray Authement	20	Same as Above
2017 Ford F-150	Ashley Anderson	54	Same as Above
2007 Ford F-150	Christopher "Jason" Byrd	30	Same as Above
2020 Ford F-150	William "Lee" Angle	40	Same as Above
2020 Ford F-150	Michael "Dalton" Hart	12	Same as Above
2016 Ford F-150	George Fralic	20	Same as Above
2016 Ford F-150	Michael Morris	22	Same as Above
<b>Building Maintenance</b>			
2018 Ford F-150	Junius Long	5	Must respond to after hours call-outs.
<b>EMA</b>			
2015 Chevrolet Tahoe	Zachary Hood	30	Allows a more timely response to schedule events during and after regular business hours, as well as traveling to any location in the County during an emergency.
2011 Ford F-250	Michael Purner	14	Mike functions as Call of Duty Officer one week each month and also is subject to 24/7 call out per job description. It is imperative to reduce the amount of response time to command scene, have the appropriate equipment available and ready, and may require transportation of available resources to pick up in one location of the county for delivery to another location within the county. The objective is to have 3 different county EMA assets staged and ready at various locations within the County when EMA is dispatched.

## County Take Home Vehicle List - June 2022

### County Commission

Vehicle Description	Employee	Round Trip (Estimated)	Reason for Need to Drive Vehicle Home
Any / All EMA Vehicles, as available	Danon Smith	20	For use only when on call
<b>Highway</b>			
2015 Ford F-150 4x4	Joey Nunnally	24	Direct from home allows a more timely response to afterhours call out in a reliable, available County vehicle that can transverse rough terrain as is often necessary, and that has appropriate items needed-subject to call out for a variety of matters, such as employee accident, the weather affecting a road/bridge etc.-County vehicle has County Highway Department radio for sometimes critically important communication. Also used for after hour weekend appointments.
2016 Ford F-150 4x4	Frank Lundy	54	Same as Above
2021 Ford F-150 Crew Cab 4x4	Orie King	14	Same as Above
2019 Ford Explorer	Tate Chalfant	24	Same as Above
2018 Ford F-150 Crew Cab 4x4	Randy Black	20	Same as Above
2018 Ford F150 Crew Cab 4x4	Adam Harville	110	Same as Above
2019 Ford F-150 Crew Cab 4x4	Kevin Carroll	46	Same as Above
2018 Ford F-150 Crew Cab 4x4	Pete Peterson	38	Same as Above
2019 Ford F-150 Crew Cab 4x4	Tyler Mitchell	35	Same as Above
2018 Ford F-150 Crew Cab	Dustin Thweatt	15	Same as Above
2020 Ford F-150 Crew Cab 4x4	Forrest Davis	15	Same as Above
2019 Ford F-150 Crew Cab 4x4	Jeromey Parks	13	Same as Above
2018 Ford F-150 Crew Cab 4x4	Jeremy Ringler	32	Same as Above
<b>Parks</b>			
2019 Ford F-150 Crew Cab 4x4	Madison Steele	68	Direct from home allows a more timely response to afterhours call out in a reliable, available County vehicle that can transverse rough terrain as is often necessary, and that has appropriate items needed-subject to call out for a variety of matters, such as employee accident, the weather affecting a road/bridge etc.
<b>Planning</b>			
2015 Ford F-150	Vincent Ramer	40	The Planning and Zoning Department utilized online complaint software which can be accessed via any mobile device. Code enforcement offices will be able to view their daily inspection assignments and relevant zoning details from their iPads. Direct from home allows a more timely response to complaint sites.
<b>Solid Waste</b>			



## County Take Home Vehicle List - June 2022

### County Commission

Vehicle Description	Employee	Round Trip (Estimated)	Reason for Need to Drive Vehicle Home
2016 Ford F-250	JT Qualls	45	A take home County vehicle allows timely response to afterhours call-out in a reliable available vehicle that can traverse through rough terrain and carries appropriate tool. Call-outs sometimes occur on weekends or holidays and the vehicle makes it possible to get to any maintenance emergency quickly. Mr. Qualls is a first responder for Magnolia Landfill emergencies and security issues. He is also responsible for Magnolia Landfill's Methane Gas System that has to be maintained in an operating capacity at all times.
2020 Ford F-150	David Deyton	25	A take home County vehicle allows timely response to afterhours call-out in a reliable available vehicle that can traverse through rough terrain and carries appropriate tool. Call-outs sometimes occur on weekends or holidays and the vehicle makes it possible to get to any maintenance emergency quickly. Mr. Deyton is a Landfill Supervisor for Magnolia Landfill emergencies and security issues. He is also responsible for Magnolia Landfill's Methane Gas System that has to be maintained in an operating capacity at all times.
2018 Chevy Silverado	Charlie Stanford	10	A take home County vehicle allows timely response to afterhours call-out in a reliable available vehicle that can traverse through rough terrain and carries appropriate tool. Call-outs sometimes occur on weekends or holidays and the vehicle makes it possible to any maintenance emergency quickly. Mr. Stanford is the Collections Supervisor and responds to all collection emergencies throughout the County and stays for repairs if any garbage truck breaks down.
2017 Chevy Silverado	Randall Aaron	25	A take home County vehicle allows timely response to afterhours call-out in a reliable available vehicle that can traverse through rough terrain and carries appropriate tool. Call-outs sometimes occur on weekends or holidays and the vehicle makes it possible to any maintenance emergency quickly. Mr. Aaron is the Collections Supervisor and responds to all collection emergencies throughout the County and stays for repairs if any garbage truck breaks down.
2020 Chevy Silverado	Wesley Pate	46	A take home County vehicle allows timely response to afterhours call-out in a reliable available vehicle that can traverse through rough terrain and carries appropriate tools. Call-outs sometimes occur on weekends or holidays and the vehicle makes it possible to get to any maintenance emergency quickly. Mr. Pate is a Landfill Gas Technician for Magnolia Landfill and is responsible for Magnolia Landfill's Methane Gas System that has to be maintained in an operating capacity at all times.
2018 Chevy Silverado	Ed Fox	26	Mr. Fox is the Development & Environmental Assistant Director. A take home vehicle allows a timely response to Solid Waste situations that could arise day or night.
2020 Chevy Tahoe	Terri Graham	5	Ms. Graham is the Development & Environmental Director. A take home vehicle allows a timely response to Solid Waste situations that could arise day or night.

## County Take Home Vehicle List - June 2022

### County Commission

Vehicle Description	Employee	Round Trip (Estimated)	Reason for Need to Drive Vehicle Home
<b>Elected Officials</b>			
<b>Department:</b>	<b>Vehicles Driven Home:</b>	<b>Vehicle Description:</b>	<b>Employee:</b>
County Commissioners	2	2015 Ford F-150 4X4	Commissioner Charles Gruber
		2020 Chevy Tahoe	Commissioner Billie Jo Underwood
Coroner's Office	2	2015 Ford F-150 4X4	Coroner Brian Pierce
		2010 Ford F-150 4x4	Chief Deputy Coroner Troy Dyess
Probate Office	2	2020 Ford Expedition	Judge Harry D'Olive
		2012 Chevy Tahoe	Dean Mott Chief Clerk
Sheriff's Office	158	See below	
<b>Sheriff</b>			
	137 Sworn Officers		
	4 Jail Personnel		
	6 Jail Support/Maintenance		
	5 Support Personnel		
	2 Investigators		
	4 Administration		
<b>Complete Total Number of Vehicles Driven Home: 203</b>			



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1074, **Version:** 1

**Item #:** BC1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/21/2022

**Item Status:** New

**From:** Ronald J. Cink, Budget Director; Felisha Anderson, Director/County Archivist

**Submitted by:** Felisha Anderson, Director/County Archivist

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### **ITEM TITLE**

Alabama Historical Commission - 2023 Historic Sites Grant Program Grant Application

### **STAFF RECOMMENDATION**

As related to the Alabama Historical Commission - 2023 Historic Sites Grant Program, take the following actions:

- 1) Approve the submittal of the Alabama Historical Commission 2023 Historical Sites Grant Program Grant Application by Archives Department staff on behalf of the Baldwin County Commission requesting \$75,000.00 in grant funds for improvements to and educational programming at historic sites in Alabama and for monuments to commemorate historical events and places. If awarded, the funds will be used to build a mid-to-late 19<sup>th</sup> century barn at Bicentennial Park to interpret a common yeoman farming operation.
- 2) Authorize the Chairman to execute the grant application and any other documents related to the application.

### **BACKGROUND INFORMATION**

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

**Background:** The AHC will administer a \$2,300,000.00 Grant Program with funds appropriated by the Alabama Legislature in the 2023 Fiscal Year (October 1, 2022 - September 30, 2023), for improvements to and educational programming at historic sites in Alabama, and for monuments to commemorate historical events and places.

Grants will be awarded to public or non-profit entities who own and operate sites in Alabama that reflect an education-based mission and concentrate on educational programming. Grant amounts will not exceed \$75,000.00 for any one entity and must be used within two years of receiving the grant.

If awarded, the funds will be used to build a mid to late 19<sup>th</sup> century barn at Bicentennial Park to interpret a common yeoman farming operation. The working farm already on site serves a wide-

ranging approach to education. Students and visitors experience the realities of day-to-day life on a farm and can better understand the value or need for specific crops and functions on a farm.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** Incoming revenue of \$75,000.00

**Budget line item(s) to be used:** 14457239-55240- Capital Outlay Improvements

**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:** June 30, 2022

**Individual(s) responsible for follow up:** Commission Administration email Felisha Anderson with Commission's decision. If approved, Mrs. Anderson will submit all required documents and reports to complete application as requested by the Alabama Historical Association.

Katrina Taylor, Grants Coordinator enter grant in Munis if awarded.

cc: Ron Cink, Cian Harrison, Eva Cutsinger, Christie Davis, Katrina Taylor, Kathy McHugh

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
Email correspondence of Commission's decision to:  
Felisha Anderson - fanderson@baldwincountyal.gov

**Additional instructions/notes:** If the grant is awarded, an item for funds acceptance will be submitted along with any agreements and related documents for Commission approval.







**BALDWIN COUNTY GRANTS COMMITTEE  
PROPOSED GRANT FUNDING REVIEW FORM**

Date  Department

Contact Person  Email

Grant Program Name/Agency

Type of Assistance: Federal ☐ State ☒ Foundation/Other ☐

CFDA Number (if applicable)  CFDA Lookup [SAM.gov](https://www.sam.gov) | [Assistance Listings](#)

New/Continuation/Renewal Grant

Proposed use of funds

How will proposed project benefit County?

[Strategic Plan Priority](#)

Application deadline

Match requirement & source of match

**Identification of staff/contract personnel to prepare application**

**Has a prior application been submitted unsuccessfully and has a debriefing from the funding agency been completed to identify possible revisions to improve scoring?**

Other considerations (practical/political)

**Recommendation of Grants Committee**

- ☒ Recommend Move Forward for Commission Consideration (with or without attached comments)
- ☐ Not Recommended (with attached comments)
- ☐ Needs More Information/Discussion

Please submit and/or direct questions to Kathy McHugh at [Kathy.McHugh@baldwincountyal.gov](mailto:Kathy.McHugh@baldwincountyal.gov) or 251-937-0227; ext 2227.



SEN. CHRIS ELLIOTT  
DISTRICT 32

REP. MATT SIMPSON  
DISTRICT 96

REP. T. JOE FAUST  
DISTRICT 94

REP. STEPHEN A. MC MILLAN  
DISTRICT 95

## BALDWIN LEGISLATIVE DELEGATION CONSTITUENT SERVICES

203 OAK STREET  
POST OFFICE BOX 776  
BAY MINETTE, ALABAMA 36507  
Telephone: (251) 937-0240  
Fax: (251) 580-1645  
Cliff McCollum, Director



SEN. GREG ALBRITTON  
DISTRICT 22

REP. HARRY SHIVER  
DISTRICT 64

REP. ALAN BAKER  
DISTRICT 66

June 9, 2022

Alabama Historical Commission  
468 S. Perry Street  
Montgomery, AL 36104

RE: Historic Sites Grant Program

To whom it may concern,

As the members of the Baldwin County Legislative Delegation, we would like to give our strong support to Baldwin County Department of Archives and History's proposal for Bicentennial Park in Baldwin County.

Bicentennial Park is a crown jewel for our county and region, providing a venue full of historical attractions and experiences that enrich the lives of both county residents and visitors alike. Already, thousands of children from schools across our area visit Bicentennial Park each and every year to take part in the abundance of educational amenities it already provides - and this proposed plan to use a \$75,000 grant from your department to better show agriculture in the late 18th century would certainly be a welcomed and needed enhancement.

By being able to show visitors what agrarian life was like in our county during that time period, people will be able to get a better understanding of our past and be shown real-life examples of how the practices of that day took place - giving life to our history in an interactive and imaginative way. As engaging people with our state's history is one of the main missions of your department, it would stand to reason that this particular project would certainly be worthy of your attention and your potential funding. The team here at the Baldwin County Archives has the ability, know-how and tenacity to make this a top-notch attraction; all they need are the tools and funding to finish the job.

As the state legislators for Baldwin County, we once again urge that you give serious consideration to Baldwin County's proposal here and we are hopeful that you will see the remarkable potential that we all see in this project and will award it the sought after funding it certainly deserves.

Sincerely,

Sen. Greg Albritton

Sen. Chris Elliott

Rep. Alan Baker

Rep. Joe Faust

Rep. Matt Simpson

Rep. Harry Shiver



# ALABAMA HISTORICAL COMMISSION

468 South Perry Street  
Montgomery, Alabama 36130-0900

Lisa D. Jones  
Executive Director  
State Historic Preservation Officer

Tel: 334-242-3184  
Fax: 334-240-3477

## FOR IMMEDIATE RELEASE

Contact: Susan Moss, Public Relations Manager  
[susan.moss@ahc.alabama.gov](mailto:susan.moss@ahc.alabama.gov), 334-230-2678



May 2, 2022

## Alabama Historical Commission Announces 2023 Grant Program

(Montgomery, AL) The Alabama Historical Commission, the State Historic Preservation Office, has opened its 2023 Grant Program with funds appropriated by the Alabama Legislature. Historic sites meeting the eligibility can submit applications now through June 30, 2022, 4 PM.

The AHC will administer a \$2,300,000 Grant Program with funds appropriated by the Alabama Legislature in the 2023 Fiscal Year (Oct. 1, 2022-Sept. 30, 2023), for improvements to and educational programming at historic sites in Alabama, and for monuments to commemorate historical events and places.

"Our state's history is important, and the legislature realizes this," said Senator Arthur Orr. "All across Alabama we have sites that are important to each of us to remind us of who we are or were as a people. Thanks to our partnership with the Alabama Historical Commission, we are able to preserve and maintain elements of our past."

Grants will be awarded to public or non-profit entities who own and operate sites in Alabama that reflect an education-based mission and concentrate on educational programming. Preference will be given to properties built before 1840 to 1943 that are listed in or eligible for the National Register of Historic Places, historic school structures, and any property built after 1943 that significantly contributed to the civil rights movement. Grant amounts will not exceed \$75,000 for any one entity and must be used within two years of receiving the grant.

The funding appropriation is a 1(one) million dollar increase from the previous year. "Increased funding for these grants reflects the overwhelming success of the program" said Alabama Historical Commission Chairman, Dr. James Day. "Many buildings have been preserved and restored in recent years, and various facets of Alabama history have been enhanced." Day continued, "The AHC acknowledges and appreciates the interest and support of the State Legislature. By investing in Alabama's past, we are forging a path for our future."

"Last fiscal year, the Historic Sites Grant Program helped to facilitate several types of improvements, including roof replacements, window restorations, and exterior painting," said Lisa D. Jones, Executive Director of the Alabama Historical Commission. "The goal of the 2023 grant program is to assist historic sites throughout Alabama with both improvements and educational programming, which will help preserve them for future generations. Thank you to the Alabama Legislature for funding this much needed grant program to help preserve Alabama's historic sites."

Applicants must submit an official 2023 Historic Sites Grant application available on the AHC website at [ahc.alabama.gov/resources/grants.aspx](http://ahc.alabama.gov/resources/grants.aspx).





# ALABAMA HISTORICAL COMMISSION

468 South Perry Street  
Montgomery, Alabama 36130-0900

Lisa D. Jones  
Executive Director  
State Historic Preservation Officer

Tel: 334-242-3184  
Fax: 334-240-3477

**Applications must be hand delivered, mailed, or emailed to LaTarra Tetter, AHC Grants Manager, by June 30, 2022, 4 PM.**

To learn more about the Alabama Historical Commission, please visit [ahc.alabama.gov](http://ahc.alabama.gov).

## **About the Alabama Historical Commission**

*Located in historic downtown Montgomery at 468 S. Perry Street, the Alabama Historical Commission is the state historic preservation agency for Alabama. The agency was created by an act of the state legislature in 1966 with a mission to protect, preserve and interpret Alabama's historic places. AHC works to accomplish its mission through two fields of endeavor: Preservation and promotion of state-owned historic sites as public attractions; and statewide programs to assist people, groups, towns, and cities with local preservation activities. For a complete list of programs and properties owned and operated by the AHC, hours of operation, and admission fees please visit [ahc.alabama.gov](http://ahc.alabama.gov) #####*





## ALABAMA HISTORICAL COMMISSION 2023 HISTORIC SITES GRANT GRANT APPLICATION GUIDELINES

The Alabama Historical Commission (AHC) will administer a \$2,300,000 Grant Program with funds appropriated by the Alabama Legislature in Fiscal Year 2023 (October 1, 2022 – September 30, 2023) for improvements to and educational programming at historic sites in Alabama. Grant amounts will not exceed \$75,000 for any one entity and must be used within two years of receiving the grant.

**Incomplete applications will not be reviewed.** Applications must have all attachments and information requested (names and contact information of personnel, hours of operation, geographic area served, budgets, E-Verify, Alabama Beason-Hammon Act, attachments, signatures, etc.).

### I. ELIGIBLE APPLICANTS

Grants will be awarded to public or non-profit entities who own and operate historic sites in Alabama that reflect an education-based mission and concentrate on educational programming. Preference will be given to properties built before 1840 to 1943 that are listed in or eligible for the National Register of Historic Places, historic school structures, and any property built after 1943 that significantly contributed to the civil rights movement.

### II. NON-ELIGIBLE APPLICANTS

Grants will not be awarded to the following: any state agency; any entity receiving funding directly or indirectly from the Education Trust Fund or the General Fund, including the Alabama Historic Rehabilitation Tax Credit Program; or any private or for-profit business or organization.

### III. APPLYING FOR FUNDS

Please read these guidelines completely and have all information ready BEFORE you begin the application process. Applicants must complete a 2023 Historic Sites Grant application available at the AHC website, [ahc.alabama.gov/Resources/grants.aspx](https://ahc.alabama.gov/Resources/grants.aspx). Complete and sign the application. The authorized official of the organization who has the authority to apply for grants and sign grant agreements for the organization must sign the application. All attachments must be received with the application to be reviewed. The application must retain the format of the original with the order, pagination, and spacing unchanged when printed or reproduced.

### IV. Application Components

All applicants must have a Federal Employer Identification Number (FEIN) to be eligible to apply and must submit a completed and signed Certificate of Compliance with the Alabama Beason-Hammon Act, and a copy of the E-Verify Memorandum of Understanding (if the organization has one or more employees). The entire E-Verify MOU must be received.

Nonprofit organizations, in addition to the above forms, are required to submit their entity or charter identification number from the Secretary of State of Alabama or a copy of their tax exemption letter from the Internal Revenue Service. Nonprofit organizations are required to complete, sign and attach a copy of the notarized State of Alabama Disclosure Statement (Required by Act 2001-955). Nonprofit organizations are subject to verification of their non-profit status prior to being evaluated for funding.

If awarded a grant, the organization must register with STAARS, the state's accounting system. <https://procurement.staars.alabama.gov/PRDVSSIXI/AltSelfService>. Contact LaTarra Tetter, Grants Manager, with any questions at 334.230.2680 or [grants@ahc.alabama.gov](mailto:grants@ahc.alabama.gov).



#### IV. ELIGIBLE ACTIVITIES

These funds may be used for improvements to or educational programming at historic sites in Alabama, and for monuments to commemorate historical events and places.

- Eligible activities include, but are not limited to, correcting structural deficiencies; keeping moisture out of the building; repairing or replacing the roof; painting; correcting conditions that pose a safety hazard to the building occupants or to the building itself; making changes necessary to comply with the Americans with Disabilities Act (ADA); repairing or upgrading mechanical systems; removing cemetery vegetation; repairing grave markers; educational programming; interpretive signage; and monuments to commemorate historical events and places. For questions about eligible and ineligible activities, contact LaTarra Tetters at [grants@ahc.alabama.gov](mailto:grants@ahc.alabama.gov) or 334.230.2680.
- Eligible improvement activities include work to historic buildings that follow the Secretary of the Interior's Standards for Rehabilitation <https://www.nps.gov/tps/standards/four-treatments/treatment-rehabilitation.htm>. Work must not alter or remove materials, features, or finishes that are important in defining the building's historic character. Applicants are strongly encouraged to read applicable technical information available at <https://www.nps.gov/tps/how-to-preserve/by-topic.htm>. Published by the National Park Service, these guidelines contain state-of-the-art information about caring for historic buildings. For questions about work that follows the Standards for Rehabilitation, contact Chloe Mercer at [Chloe.Mercer@ahc.alabama.gov](mailto:Chloe.Mercer@ahc.alabama.gov) or 334.230.2669.
- Eligible cemetery projects include cleaning and repairing grave markers, repairing fences, and removing vegetation necessary for cemetery preservation. Work at historic cemeteries must follow good preservation practice <https://www.nps.gov/tps/how-to-preserve/preservedocs/preservation-briefs/48Preserve-Brief-GraveMarkers.pdf>. If the cemetery is 75 years old or older, a cemetery permit will be required from the AHC. Additional guidance about historic cemeteries is available at <https://ahc.alabama.gov/cemeteryprogram.aspx>. For questions about cemetery projects, contact Leanne Waller-Trupp at [Leanne.Trupp@ahc.alabama.gov](mailto:Leanne.Trupp@ahc.alabama.gov) or 334.230.2653.

#### V. INELIGIBLE ACTIVITIES

Funds may not be used to purchase alcohol, to fund social activities, ceremonies, banquets, entertainment, lobbying, as contributions to endowment funds, personnel, advertising, or to purchase real estate or historic artifacts.

#### VI. DEADLINE

Applications must be received or postmarked by **4:00 pm on Thursday, June 30, 2022**. If the application is sent, but not received by the AHC in time to be evaluated, the AHC cannot be held responsible. [Emailed](#) applications will be accepted. Incomplete applications will not be reviewed. AHC will announce the grant awards in September 2022.

#### VI. DISTRIBUTION OF FUNDS

Grant funds will be authorized when the applicant and the AHC have received a fully executed agreement signed by the grantee and AHC's Executive Director. Funds will be distributed in one lump sum. [Semi-annual reports](#) will be required, along with photos of completed project(s). Funds from the grant program may not be expended in cash. **All work funded by this grant program must be completed by September 30, 2025.**

#### VII. SPECIAL THANKS

The Alabama Historical Commission would appreciate any expression of thanks that grant applicants might give their local legislators for funding this program to help preserve and promote history across our state.

## CHECKLIST OF REQUIRED MATERIALS

- [Certificate of Compliance with the Alabama Beason-Hammon Act](#) – all applicants
- [E-Verify Memorandum of Understanding](#)– if organization has one or more employees
- [State of Alabama Disclosure Statement](#) (Required by Act 2001-955) – all applicants
- IRS Tax Exemption Letter – nonprofits, if applicable
- [Completed W-9 form](#) – all applicants
- Current, good quality photographs of the historic site (up to 5) – all applicants
- Completed paper application signed by authorized official only – all applicants

### Questions?

Contact LaTarra Tetter, AHC Grants Manager  
334.230.2680 / [grants@ahc.alabama.gov](mailto:grants@ahc.alabama.gov)

**DEADLINE JUNE 30, 2022**

Applications must be hand-delivered or emailed by 4:00 pm or postmarked by June 30, 2022.  
Faxed applications will not be accepted.

Email, Mail, or Hand-Deliver Applications to:  
Alabama Historical Commission  
Attn: LaTarra Tetter / [grants@ahc.alabama.gov](mailto:grants@ahc.alabama.gov)  
P. O. Box 300900  
Montgomery, Alabama 36130-0900

Physical Address:  
Alabama Historical Commission  
Attn: LaTarra Tetter  
468 S. Perry Street  
Montgomery, Alabama 36104



**ALABAMA  
HISTORICAL  
COMMISSION**  
THE STATE HISTORIC PRESERVATION OFFICE

**ALABAMA HISTORICAL COMMISSION  
2023 HISTORIC SITES GRANT PROGRAM  
GRANT APPLICATION**

**\*\*Applications must be received with all the attachments to be reviewed. Incomplete applications will not be reviewed.\*\***

**I. APPLICANT**

Name of Organization	Baldwin County Commission, Department of Archives and History
Mailing Address Street	312 Courthouse Square, Suite 26
Mailing Address City	Bay Minette
Mailing Address State	Alabama
Mailing Address Zip	36507
Phone Number	(251) 580-2572
Organization Website	
Type of Organization	<input type="checkbox"/> Publicly Owned <input checked="" type="checkbox"/> Non-Profit Organization
Organization Has Employees	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If Publicly Owned, what type?	<input type="checkbox"/> Municipality <input checked="" type="checkbox"/> County
Date of Incorporation	December 21, 1809
County of Incorporation	Baldwin
FEIN#	
STAARS Vendor Name*	Baldwin County Commission
STAARS Vendor Number	VC000137679
Address as in STAARS	Cannot locate address in STAARS

\*If awarded a grant, the organization must register with [STAARS](#)

**2. CONTACT PERSON** (the person who will handle all aspects of the grant, including reporting and all paperwork)

Title (Dr., Mr., Mrs., Ms., etc.)	Mrs.
Name	Felisha Anderson
Mailing Address Street	312 Courthouse Square, Suite 26
Mailing Address City	Bay Minette
Mailing Address State	Alabama
Mailing Address Zip	36507
Phone Number	(251) 580-2572
Email Address	fanderson@baldwincountyal.gov

**3. HISTORIC SITE INFORMATION**

Historic Site Name	Baldwin County Bicentennial Park
Street Address (no P.O. Box)	51233 State Highway 225
City/Town	Stockton



State	Alabama
Zip	36579 36579
County	Baldwin Baldwin
Visitation for calendar year 2019	12,802
Visitation for calendar year 2020	2,563
Legislative District for Site	<a href="https://www.sos.alabama.gov/alabama-votes/elected-official-map">https://www.sos.alabama.gov/alabama-votes/elected-official-map</a>
State Senate District #	#22
State Senator First Name	Greg
State Senator Last Name	Albritton
State Representative District #	#64
State Representative First Name	Harry
State Representative Last Name	Shiver
U.S. Congressional District #	#1
Congressperson's First Name	Jerry
Congressperson's Last Name	Carl

#### 4. GRANT INFORMATION

Grant Amount Requested (\$75,000 maximum)	\$75,000.00
Project Type	<input type="checkbox"/> Site/Building Improvement; <input checked="" type="checkbox"/> Educational

Purpose of Grant Funds (check all that apply)		
<input type="checkbox"/> Correct structural deficiencies	<input type="checkbox"/> Inhibit moisture	<input type="checkbox"/> Safety hazard correction
<input type="checkbox"/> ADA compliance	<input type="checkbox"/> Mechanical system upgrade/repair	<input type="checkbox"/> Roof repair/replacement
<input type="checkbox"/> Painting	<input type="checkbox"/> Vegetation removal	<input checked="" type="checkbox"/> Educational programming
<input type="checkbox"/> Interpretive signage	<input type="checkbox"/> Cemetery cleaning/repair/fencing	<input type="checkbox"/> Window Repair
<input type="checkbox"/> Plumbing/Restroom facilities	<input type="checkbox"/> Monuments	<input type="checkbox"/> Other:

Would you accept a grant award less than your requested amount?	<input checked="" type="checkbox"/> Yes; <input type="checkbox"/> No
Have you received funds from the ETF grant program in the last three years?	<input type="checkbox"/> Yes; <input checked="" type="checkbox"/> No
If you have received funds, have they been expended?	<input type="checkbox"/> Yes; <input type="checkbox"/> No
2020 amount granted, amount expended, any balance and explanation:	
2021 amount granted, amount expended, any balance and explanation:	
2022 amount granted, amount expended, any balance and explanation:	



Do you have funds to contribute to this project? <input checked="" type="checkbox"/> Yes; <input type="checkbox"/> No If yes, provide the amount and explain.	The Baldwin County Commission has \$75,000.00 budgeted towards this project.
--	--

What is the Estimate Cost of Total Site Restoration? \$150,000.00

## 5. HISTORIC SITE SUMMARY

Provide a description of the site's operations and activities, including the ownership and management structure.

Baldwin County Bicentennial Park came into existence based on the desires of the Baldwin County Commission to celebrate the county's Bicentennial. The county celebrated its 200th anniversary in December of 2009 and although celebrations took place throughout 2009 to commemorate this milestone, the Commission visualized something more tangible and lasting than the traditional activities associated with celebrations of this nature. In anticipation of this, the park property which was purchased previously with Coastal Impact Assistance funds was committed to build a historical destination that would capture and commemorate Baldwin County's rich history while addressing the needs of its residents and their current lifestyle. With the idea of historical legacy as its focal point the Baldwin County Commission dedicated a 367-acre tract for the purpose of commemorating the county's history and to provide a means by which locals and visitors alike could immerse themselves in the natural beauty and historical significance of the county in the evolution of the United States in general, and the Gulf Coast in particular. This property includes pristine delta wetlands as well as hardwood/pine forest and has been the site of early plantation efforts by the British, logging operations by American settlers and a hunting and fishing site for European and Indians alike. The Park concept as visualized by the Baldwin County Commission and its Department of Archives and History is to best utilize the property for educational and recreational purposes without compromising the natural beauty. The Park is located on the Alabama State Highway 225 Corridor just south of Stockton, Alabama. This route is already on the "underground railroad" National Bicycle Tour and is a jumping off point for many recreational pursuits in North Baldwin County. The education programming and the park grounds are managed by the Baldwin County Department of Archives and History and Parks Departments.

Explain how the site reflects an education-based mission and concentrates on educational programming.

The Park encompasses 67 acres with the mission of education and valued entertainment for a projected 50,000 plus visitors per annum. The focus of the park expansion project is interpretation of an integral portion of Alabama's History. The Park exhibits follow a timeline that allows a visitor to explore Baldwin County History through an interactive and memorable experience. The village currently incorporates 11 sites that capture the mid to late nineteenth century period. Visitors have the ability to interface with period tradesmen and learn how a variety of goods were produced during this early period of Alabama History. The village is painstakingly replicated and designed for growth. The village remains a "work in progress" that ultimately could rival Virginia's Williamsburg. The structures are open for tours and demonstrate the type of residential and commercial structures common to the Southern Gulf Coast. The intent of the village is to allow not only valued entertainment but to function as an educational laboratory for students and interested visitors to be able to better interpret living and work conditions of an early era.

What days and times is the site open to the public? If the site is not currently accessible to the public, please explain.

Location and Hours of Operation:  
51233 State Highway 225, Stockton, Alabama 36579

Hours of Operation:  
Monday - Saturday (8:00 AM - 4:30 PM)  
Sunday (Noon - 4:00 PM)

## 6. DATE OF CONSTRUCTION AND HISTORIC DESIGNATION STATUS

Check any that apply to your site:

<input type="checkbox"/> built before 1840	Year built:
<input type="checkbox"/> a historic school	Year built:
<input type="checkbox"/> built between 1841 and 1943	Year built:
<input type="checkbox"/> post 1943 and significantly contributed to civil rights movement	Year built:

Is the historic site where grant funds are requested listed in a historic register?

Visit our interactive online map to see if your property is recorded:

<https://ahc.alabama.gov/historicpreservationmap.aspx>

National Register of Historic Places ☐ Yes; ☒ No  
Name of Property as it is listed

Alabama Register of Landmarks & Heritage ☐ Yes; ☒ No  
Name of Property as it is listed

Alabama Historic Cemetery Register ☐ Yes; ☒ No  
Name of Property as it is listed

National Register questions: Evelyn Causey / 334.230.2696 / [Evelyn.Causey@ahc.alabama.gov](mailto:Evelyn.Causey@ahc.alabama.gov)

Alabama Register questions: Hannah Garmon / 334.230.2644 / [Hannah.Garmon@ahc.alabama.gov](mailto:Hannah.Garmon@ahc.alabama.gov)

Cemetery Register Questions: Leanne Waller-Trupp / 334-230-2653 / [Leanne.Trupp@ahc.alabama.gov](mailto:Leanne.Trupp@ahc.alabama.gov)

Explain why this site is important to Alabama's history, including the architectural and cultural significance of the site.

Please see attached documentation



## History of Bicentennial Park

The first occupants at the park were likely pre-Mississippian Native American cultures. Based on archeological evidence there is a current belief that one portion of the park may have included an active and thriving Indian occupation. Although we do not have the exact date of their activities and occupation the estimate is set in the late Woodland Period. It is believed that these early Native Americans were part of the "mound builder" culture that is predominant in the early period of the Tensaw Delta region. Although no mounds are on this property, others have been discovered on joining properties. The University of South Alabama engaged in archeologic work on the park property and a number of related artifacts have been recovered during excavations.

Around 1772, the property was a portion of the Farmar Plantation. Major Robert Farmar was one of the most prominent Alabamians of the British periods. He commanded the English Regiments at Mobile from 1763-1765. Resigning his commission from the British Army in 1768, he was then elected to every Commons House of Assembly for the Districts of West Florida from 1769 until his death in 778. We know that Artist/Naturalist William Bartram visited Farmar in 1775 and recorded, eloquently and well, the plant life of the area. It is likely that Bartram spent at least some portion of his time on or near the park grounds. After the American Revolution and determination that Baldwin County was not part of Spanish West Florida, Americans moved into the region and began settling. The first known resident on the park property was Joshua Kennedy. Kennedy commissioned Jesse Embry to build a mill along Rains creek in May of 1811. Based on some evidence as well as oral traditions, Kennedy build not only the mill on Rains creek but a stockade and some housing in the vicinity. In September of 1811, the site was abandoned due to eminent Mr. Kennedy. Archeological surveys suggest that the stockade and housing may have sat on the park properties. Further excavations are planned to interpret the areas in question. The site likely had minimal agrarian use during the mid-1800s. This is evident due to later interest in logging in the vicinity. In one area of the park there appears to be hastily constructed defensive positions that may have been used by Confederate troops of the 15<sup>th</sup> Confederate Cavalry as they monitored General Steele's advance south from Stockton in the final days of the Ear Between the States. There is no evidence of engagement or authenticated presence of Confederates on this portion of the property; however, it stands to reason that this may have been some type of observation point during early April of 1865. There is evidence that a portion of the property may have served as a reconstruction era farm, but little is known of the occupants or activities during this period.

In the post-Civil War Period, the property became a center for much of the South Alabama logging industry. A rail spur ran through the property to move fallen timber to Hastie Lake. The logs were then floated to other locations. There are remnants of another mill, a holding pond and a flume all associated with the "golden age" of logging. Numerous artifacts of this period have been recovered from the property. In recent years the property was once again the site of logging activity and has since made full recovery to a young forest.

The property carries the very spirit of Baldwin County as it has seen the many cultures and historical events cross its visage over the centuries.

## **Park Description**

Bicentennial Park came into existence based on the desires of the Baldwin County Commission to celebrate the county's Bicentennial. The county celebrated its 200<sup>th</sup> anniversary in December of 2009 and although celebrations took place throughout 2009 to commemorate this milestone, the Commission visualized something more tangible and lasting than the traditional activities associated with celebrations of this nature. In anticipation of this, the park property which was purchased previously with Coastal Impact Assistance funds was committed to build a historical destination that would capture and commemorate Baldwin County's rich history while addressing the needs of its residents and their current lifestyle.

With the idea of historical legacy as its focal point the Baldwin County Commission dedicated a 367-acre tract for the purpose of commemorating the county's history and to provide a means by which locals and visitors alike could immerse themselves in the natural beauty and historical significance of the county in the evolution of the United States in general, and the Gulf Coast in particular. This property includes pristine delta wetlands as well as hardwood/pine forest and has been the site of early plantation efforts by the British, logging operations by American settlers and a hunting and fishing site for European and Indians alike. The Park concept as visualized by the Baldwin County Commission and its Department of Archives and History is to best utilize the property for educational and recreational purposes without compromising the natural beauty. The Park is located on the Alabama State Highway 225 Corridor just south of Stockton, Alabama. This route is already on the "underground railroad" National Bicycle Tour and is a jumping off point for many recreational pursuits in North Baldwin County.

## **Natural Resources of the Park**

The Park maintains pristine wetlands and water access via Hastie Lake. This translates to recognized opportunities for recreational use of the park. Numerous animal species reside at the park. These include the common black bear, feral hogs, armadillos, raccoons, alligators, a variety of reptiles, game fish and a bountiful variety of birds and waterfowl. The Park has a good variety of native plants and trees. This offers opportunity for park visitors to enjoy and interpret the wetlands from an accessible and safe location.

In 2010 the Baldwin County Commission contracted with Fred Nation Environmental Services to conduct a written inventory of the trees, shrubs, and woody vines within the park area. In doing so the survey allowed the placement of signage along an interpreted nature trail thus enhancing the educational benefit of the David Hastie Nature Trail. The two-mile-long walking trail now has identifying signs indicating some of the more unique and historic local specimens.



### **Nineteenth Century Village:**

The village incorporates 11 buildings that capture the mid to late nineteenth century period. Visitors will have the ability to interface with period tradesmen and learn how a variety of goods were produced during this early period of Alabama History. The village is painstakingly replicated and designed for growth. The village remains a “work in progress” that ultimately could rival Virginia’s Williamsburg.

The intent of the village is to allow not only valued entertainment but to function as an educational laboratory for students and interested visitors to be able to better interpret living and work conditions of an early era.

At present there is a 19<sup>th</sup> century blacksmith shop on the premises. The shop is a part of the plan to incorporate an interpretive 19<sup>th</sup> century village concept that will enhance the educational value of the site and the teaching opportunities at the park. The blacksmith shop, along with several other structures represents the cornerstone of the village. Additional buildings proposed for the site includes an interpretive center, a chapel, a “dog trot” style home, Creole Cottage, turn of the century farm house and barn, cotton gin, working sawmill, Civil War era redoubts and fortifications, several other buildings to offer a variety of trade commons to the riverboat industry.

### **Native American Lifestyle Exhibits:**

In our interpretation of the local Indian life, we focus on the transitional period from traditional town life to that of the individual extended family unit that would have occurred around the Mobile/Tensaw Delta. These people would have maintained some elements of traditional Creek life while adopting components of early European commercialism as a means of providing for their families in a changing political and social environment. The exhibit displays the interworking of the Indian family at this crucial time in their lives. Active elements demonstrate the farm techniques and products produced as well as feature the architectural standards employed by the inhabitants. This entails the continued use of wattle and daub in addition to the use of log construction for living quarters and working structures. As further archeological studies are conducted on site, we will feature those in the Native American component of Bicentennial Park. It is the plan to staff this portion of the park with interpretive specialists who can relate the daily routine necessary for Native American life along the delta in the latter part of the 18<sup>th</sup> century.



### **Nineteenth Century Working Farm**

This section of the park interprets a common yeoman farming operation circa mid to late nineteenth century. The yeoman farm will incorporate a variety of sample subsistence crops as well as export crops commonly grown in Baldwin County during this period. The farm serves a wide-ranging approach to education. Students and visitors can experience the realities of day-to-day life on a farm and be able to better understand the value or need for specific crops and functions on the farm. Students will learn the challenges faced by pioneer agrarians in Southern Alabama. We would like to form a partnership with the Future Farmers of America or similar organizations to allow our future agriculturists to learn earlier methods of farming in their individual development. Crops produced on site is donated to local food banks.

The Working Farm: This would allow students to experience firsthand the many challenges faced by early area farmers. It would instill knowledge of early farming methods; impart responsibility while offering a memorable educational experience.

### **The Davida Hastie Memorial Nature Trail**

The two-mile long walking trail that follows the periphery of the northern one-half of Bicentennial Park invites visitors to experience the intriguing plant and tree life associated with the Mobile/Tensaw Delta wetlands. The trail features an overlook that allows walkers to take a prolonged view of the wetlands and provides a covered area for local students to participate in environmental lectures for a hands-on experience.

The trail was named in honor of former Stockton resident Davida Hastie. Ms. Hastie who passed away in 2009, spent her life as an advocate for the cultural and historical preservation of Baldwin County's past. In addition, she worked tirelessly to preserve the natural beauty of the area as she taught others the value of preservation and conservation. She inspired the construction of Baldwin County's Bicentennial Park and has rendered immeasurable service to the Department of Archives and History with her knowledge of the county and her willingness to share that knowledge with others.

### **"Freedom is NEVER Free" Memorial Area**

This small section of the park has been set aside for the remembrance of the proud military traditions, self-sacrifice, and contributions made by numerous generations of Baldwin County's citizen soldiers. Each monument reflects the local involvement in the conflict and honors the sacrifice of those that gave their all to defend their country and their ideals. The monument erected focuses on the selflessness of the individual when faced with threats to freedom and democracy. The cost for each of the monuments was shared in a partnership with local heritage groups such as the Sons of the American Revolution.

Other sites: Welcome Center, The Little Red Schoolhouse (1919), Historic Montpelier Methodist Church (1895), Post Office (1940), The General Store (1950), 19<sup>th</sup> century Blacksmith Shop, and a working farm.

In conclusion, there may be a question as to why use this location?

Accessibility – The Park site is located on the Highway 225 corridor with easy access from I-65. The Park fills a niche in local historic interpretation that focus more on the lives of the local Baldwin County residents throughout the county's storied past. The Park does not compete with other historical sites or attractions and is designated to compliment the rich history of southern Alabama and more specifically Baldwin County.

Archeological surveys have been completed on the site which allows all building and recreational use without destruction to existing sites with historical provenance.

The Park offers a concentrated site on which the diverse cultural heritage of Baldwin County can be featured in a tasteful, educational, and fun manner.

## 7. DETAILED DESCRIPTION OF USE OF FUNDS

Complete the budget table explaining work items. All projects must be completed by September 30, 2025. All work must adhere to the [Secretary of the Interior's Standards for Rehabilitation](#).

Use the following as a guide for major work items. If item is not listed, use "other" and explain in the description.

Correct structural deficiencies	Inhibit moisture	Safety hazard correction
ADA compliance	Mechanical system upgrade/repair	Roof repair/replacement
Painting	Vegetation removal	Educational programming
Interpretive signage	Cemetery cleaning/repair/fencing	Window Repair
Plumbing/Restroom facilities	Monuments	

Major Work Items	Description	Grant Funds	Matching Funds	Sub-Total
Build a mid to late 19th century barn to interpret a common yeoman farming operation.	The farm serves a wide-ranging approach to education. Students and visitors experience the realities of day to day life on a farm and are able to better understand the value or need for specific crops and functions on a farm.	\$75,000.00	\$75,000.00	\$ 150,000.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
	<b>TOTAL</b>	\$75,000.00	\$75,000.00	\$150,000.00

8. **SIGNATURE** of the authorized official of the organization who has the authority to apply for grants and sign grant agreements for the organization.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Phone Number \_\_\_\_\_

Email \_\_\_\_\_

9. **CHECKLIST OF REQUIRED MATERIALS:**

- a. Certificate of Compliance with the Alabama Beason-Hammon Act – all applicants
- b. E-Verify Memorandum of Understanding– if organization has one or more employees
- c. State of Alabama Disclosure Statement (Required by Act 2001-955) – all applicants
- d. IRS Tax Exemption Letter – **nonprofits, if applicable**
- e. Completed W-9 form – all applicants
- f. Current, good quality photographs of the historic site (up to 5) – **all applicants**
- g. Completed application signed by authorized official only – **all applicants**

**DEADLINE JUNE 30, 2022**

Applications must be hand-delivered or emailed by 4:00 pm or postmarked by **June 30, 2022**. Faxed applications will not be accepted.

Email, Mail, or Hand-Deliver Applications to:  
Alabama Historical Commission  
Attn: LaTarra Tetter / [grants@ahc.alabama.gov](mailto:grants@ahc.alabama.gov)  
P. O. Box 300900  
Montgomery, Alabama 36130-0900

Physical Address:  
Alabama Historical Commission  
Attn: LaTarra Tetter  
468 S. Perry Street  
Montgomery, Alabama 36104



State of Alabama )  
County of Baldwin )

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by ACT 2012-491)

DATE: \_\_\_\_\_

RE Contract/Grant/Incentive (describe by number or subject):  
2023 Alabama Historical Commission Historic Sites Grant Program by and between  
Baldwin County Commission (Contractor/Grantee) and  
Alabama Historical Commission (State Agency, Department or Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of Chairman with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by ACT 2012-491) which is described herein as "the Act."
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.  
BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit.
  - a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
  - b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

- X  (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.
- \_\_\_\_ (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.
3. As of the date of this Certificate, the Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
  4. The Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Baldwin County Commission

By: James E. Ball

Its Chairman

The above Certification was signed in my presence by the person whose name appears above, on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

WITNESS: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Witness





# State of Alabama Disclosure Statement

Required by Article 3B of Title 41, Code of Alabama 1975

ENTITY COMPLETING FORM

Baldwin County Commission, Department of Archives and History

ADDRESS

312 Courthouse Square, Suite 26

CITY, STATE, ZIP

Bay Minette, Alabama 36507

TELEPHONE NUMBER

(251) 580-2572

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

Alabama Historical Commission

ADDRESS

468 South Perry Street or P.O. Box 300900

CITY, STATE, ZIP

Montgomery, Alabama 36130-0900

TELEPHONE NUMBER

(334) 242-3184

This form is provided with:

☐

Contract

☐

Proposal

☐

Request for Proposal

☐

Invitation to Bid

☒

Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☐

Yes

☒

No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED
-------------------------	------------------------	-----------------

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☒

Yes

☐

No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT
-------------------------	--------------------	-----------------

Alabama Humanities Alliance

9/7/2021

10,000.00

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY
----------------------------------	---------	-------------------------

None

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
-----------------------	---------	---	--

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

N/A

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

N/A

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
----------------------------------	---------

**By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.**

Signature

Date

Notary's Signature

Date

Date Notary Expires

Article 3B of Title 41, Code of Alabama 1975 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.





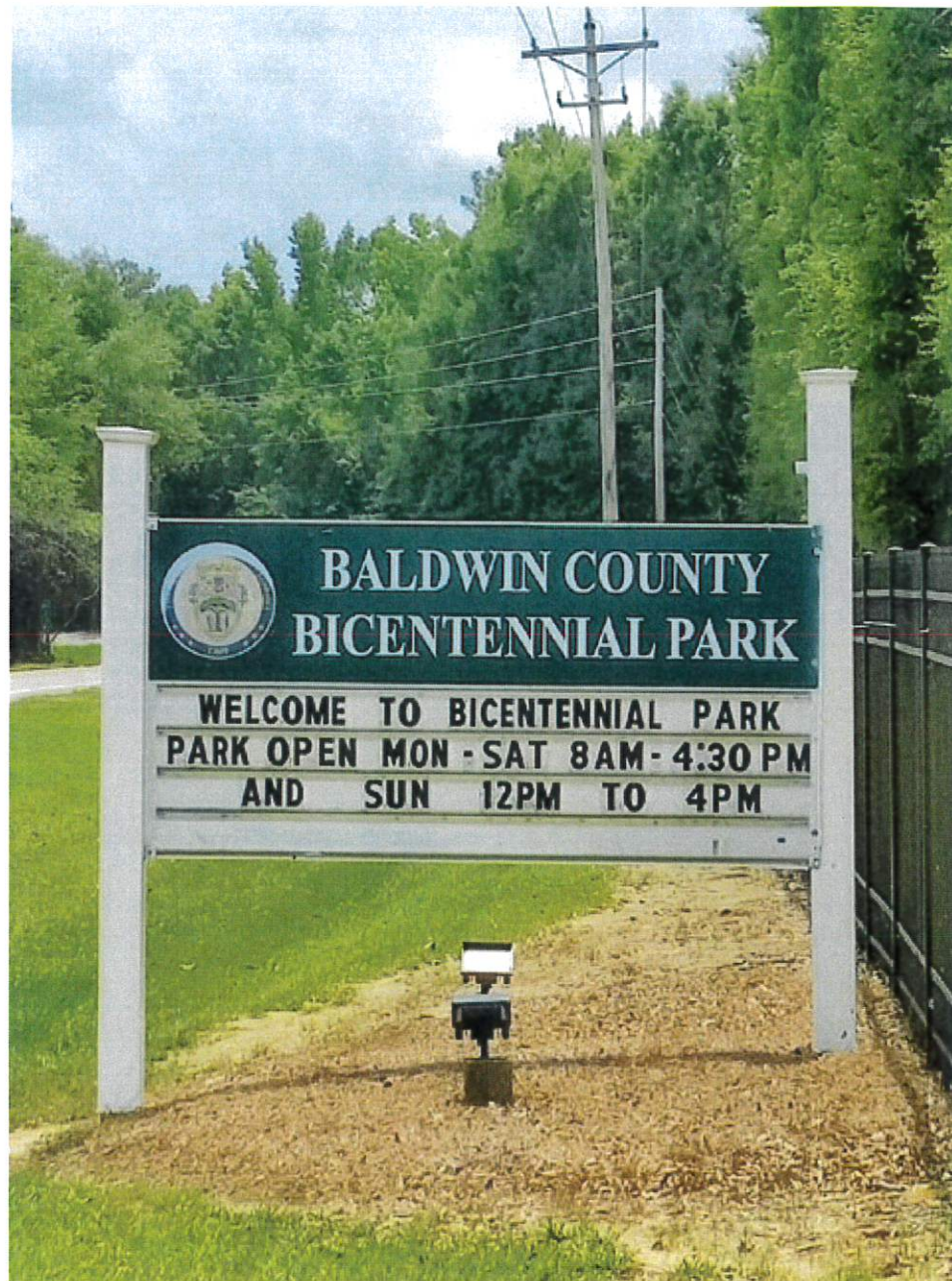
2018  
EXCELLENCE IN COUNTY GOVERNMENT  
URBAN COUNTY CATEGORY

PRESENTED TO  
**BALDWIN COUNTY**

BICENTENNIAL  
FIELD TRIP PROGRAM

BY THE  
ASSOCIATION OF COUNTY  
COMMISSIONS OF ALABAMA

AUGUST 23, 2018















## BICENTENNIAL PARK

INSPIRED BY THE GREAT MEMBERS OF BALDWIN COUNTY IN  
THOSE DAYS, CELEBRATING 150 YEARS, WE DEDICATE THIS  
PARK TO THEM, WHO HAD THE COURAGE AND DEDICATION TO START AND  
THAT OFFERED A NEW LEGACY OF HISTORY AND BECAUSE OF THEM  
WE WILL NEVER FORGET THEIR CONTRIBUTIONS SO THAT WE CAN  
CARRY ON THEIR SPIRIT FOR ONLY FOR TODAY, BUT ALSO FOR  
GENERATIONS TO COME.

NAMED FOR HARRISON BALDWIN (1754 - 1807), DELEGATE TO THE  
CONSTITUTIONAL CONVENTION IN 1787, BALDWIN COUNTY WAS  
FORMED DECEMBER 21, 1809, AS PART OF THE MISSISSIPPI  
TERRITORY. THE COUNTY BECAME PART OF THE NEWLY FORMED  
ALABAMA TERRITORY ON AUGUST 15, 1817, THAT BECAME THE STATE  
OF ALABAMA ON DECEMBER 14, 1819.

BALDWIN COUNTY  
BEFORE 1808

BALDWIN COUNTY  
1808

DEDICATED DECEMBER 12, 2009  
BY COMMISSIONERS OF BALDWIN COUNTY, ALABAMA  
DAVID E. BISHOP MARK BURT, JR.  
CHARLES F. GAUBER JUDY D. HALL





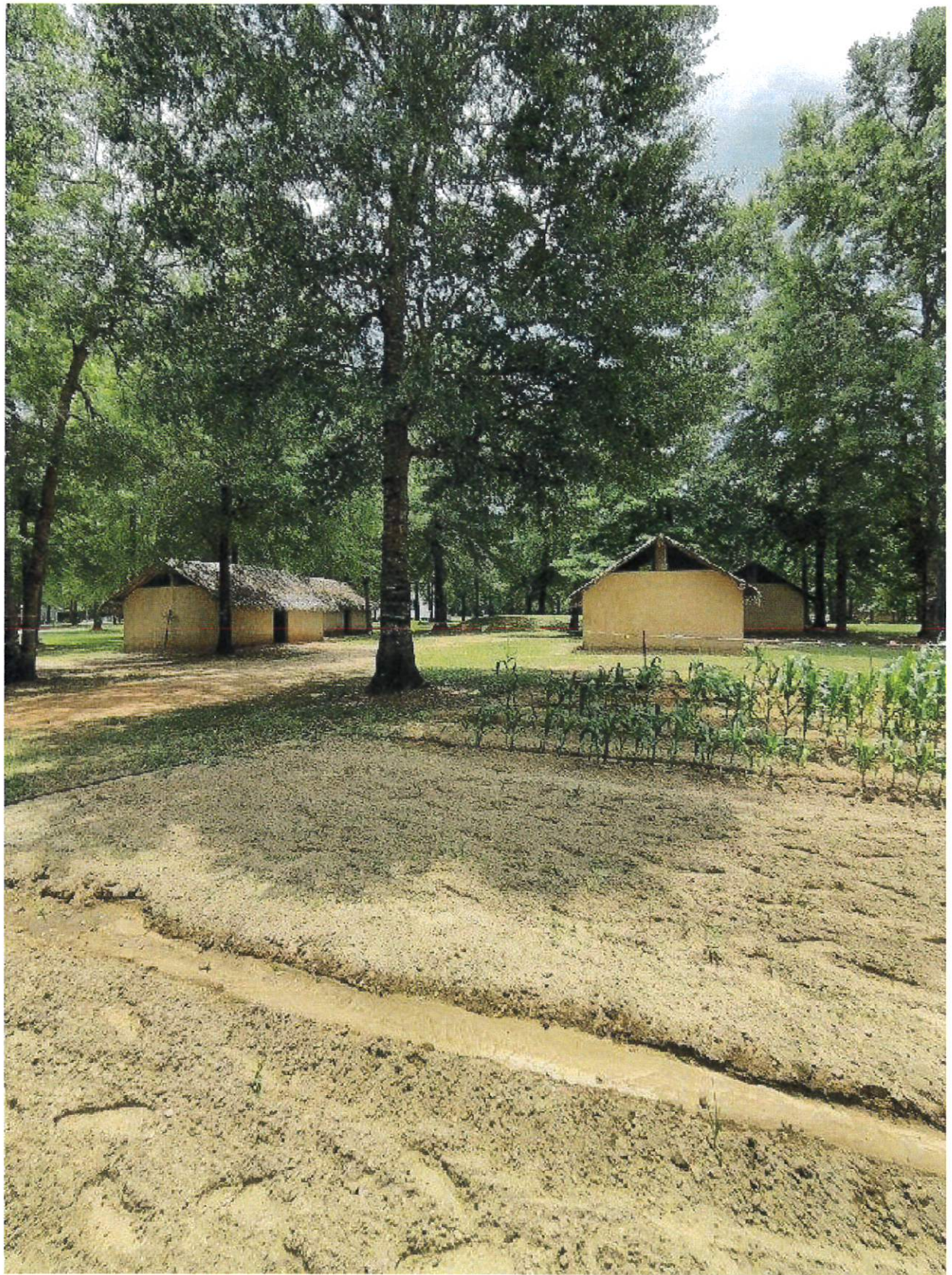
















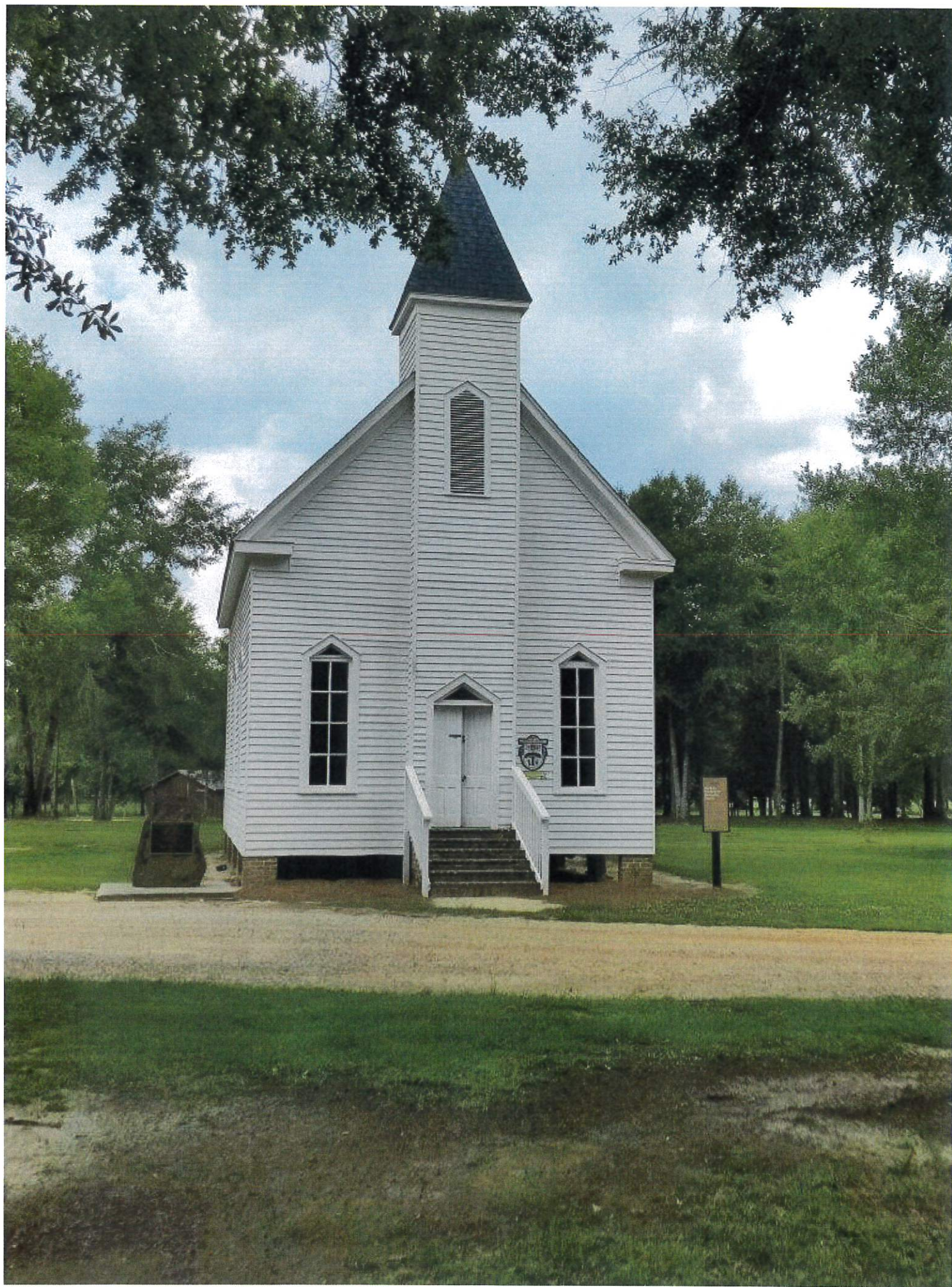








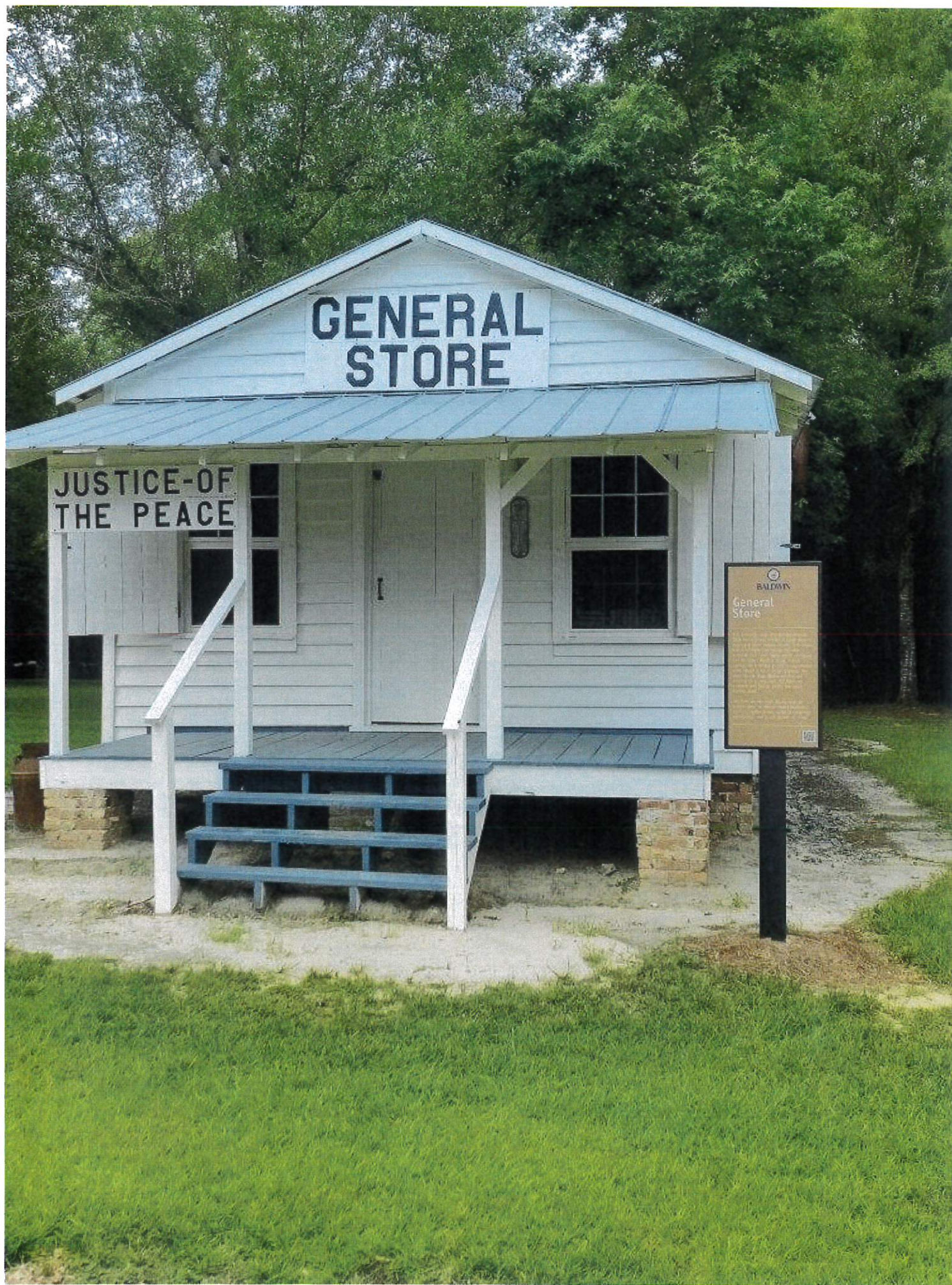
















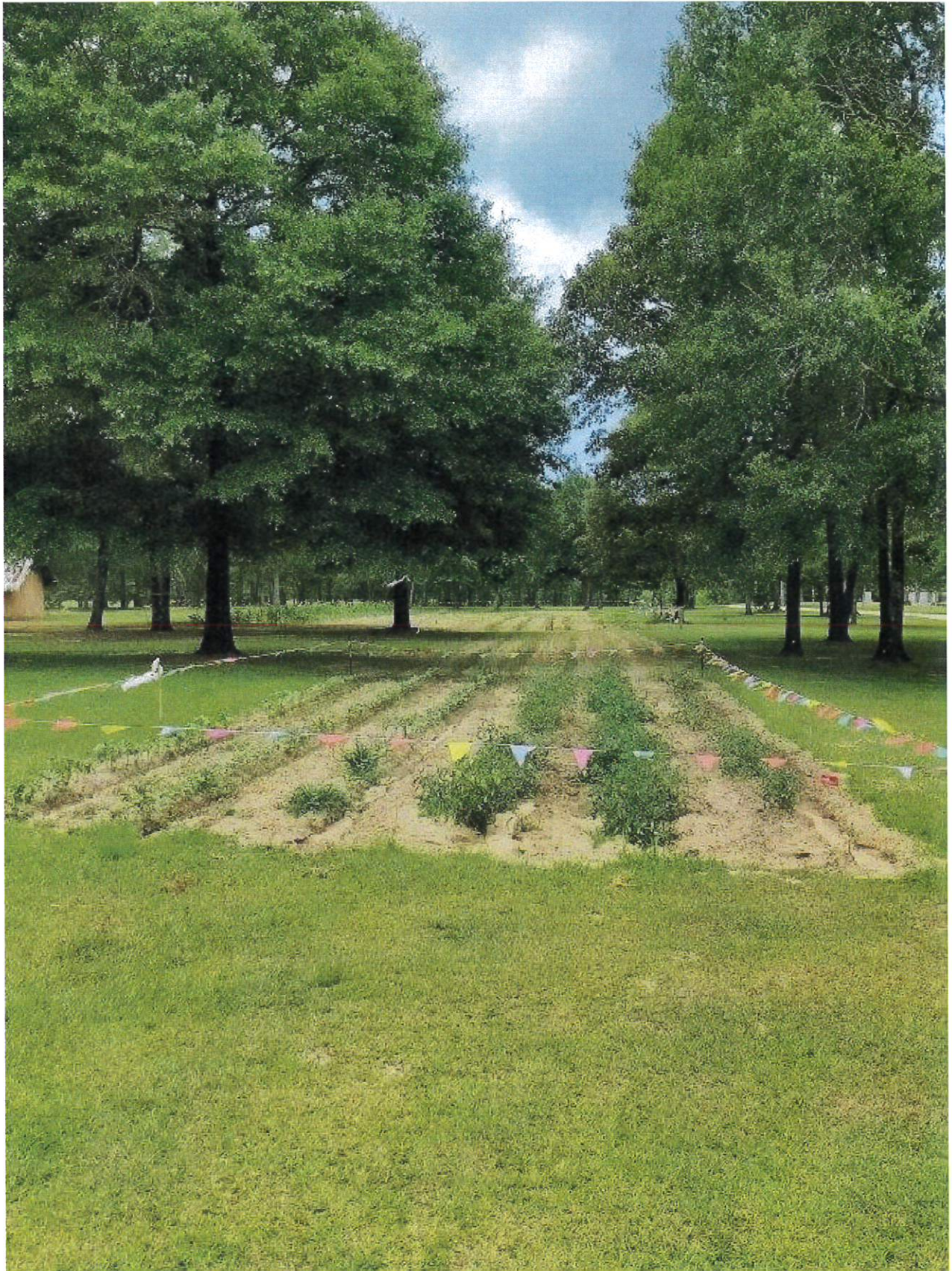






























# Veterans Memorial

*The Veterans Memorial honors the brave men and women who have served their country. Each monument at the site pays tribute to the veterans of a war and acknowledges the sacrifices each of these brave soldiers made to give us the freedoms we enjoy today. These monuments include World War I, World War II, War of 1812, Vietnam War and Korean War among others.*



BALDWIN

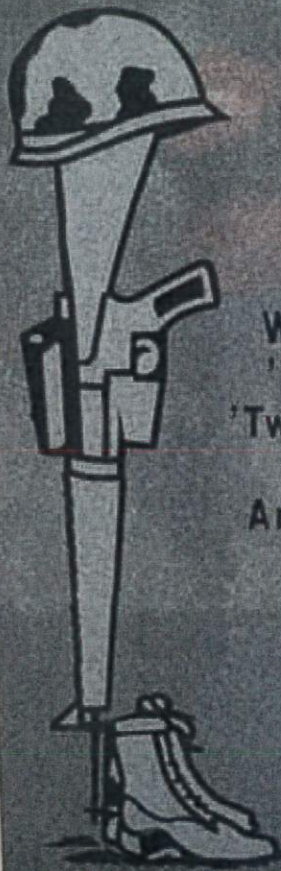








ALL GAVE SOME - SOME GAVE ALL



## THE FALLEN SOLDIER

Don't weep for me  
O' Land of the free  
When it was my time to fall  
'Twas for my country's call  
'Twas for the land that I loved,  
That I gave my all  
And for the land that I loved,  
I did freely give  
And in her freedom  
And her courage  
I'll continue to live

Patricia Krull

LEST WE FORGET









**Gen. Bernardo de Galvez**

**1746 - 1786**

**In Recognition Of His Leadership  
To Secure The Gulf Coast For The American  
Cause During The American Revolutionary War**

**General Galvez Chapter - Alabama Society  
National Society Sons Of The American  
Revolution**

**Dedicated On May 9, 2009**



## THE SOCIETY WAR OF 1812 IN THE STATE OF ALABAMA



THE AMERICAN REVOLUTION GAVE THE UNITED STATES ITS INDEPENDENCE BUT THE WAR OF 1812 GAVE IT STATUS AMONG THE NATIONS AND ESTABLISHED PERMANENT PEACE WITH GREAT BRITAIN

ALABAMA HAD A SIGNIFICANT ROLE DURING THE WAR OF 1812 THE CREEK INDIAN WAR AND ANDREW JACKSON'S VICTORY AT HORSESHOE BEND CHANGED THE BOUNDARIES OF THE UNITED STATES IN THE SOUTH AND THE SOUTHWEST. THE BATTLE AT FORT MIMS AND FORT BOWYER MARKED THE BEGINNING AND END OF THE WAR OF 1812 IN ALABAMA

THE FIRST BATTLE AT FORT BOWYER IN SEPTEMBER 1814 NEAR PRESENT DAY FORT MORGAN RESULTED IN A BRITISH DEFEAT AND FORCED THEM TO ABANDON THEIR STRATEGY TO CAPTURE MOBILE AND USE IT AS A BASE TO CAPTURE NEW ORLEANS. THEY WERE FORCED TO ATTACK NEW ORLEANS FROM THE SEA

AFTER THE BRITISH DEFEAT IN NEW ORLEANS (JANUARY 1815) THE BRITISH FLEET ATTACKED FORT BOWYER A SECOND TIME (FEBRUARY 1815) AND WAS SUCCESSFUL. HOWEVER, THE TREATY OF GHENT HAD BEEN SIGNED, SO THE BATTLE WAS FOR NAUGHT

DEDICATED OCTOBER 12, 2012  
TO COMMEMORATE THE BICENTENNIAL OF THE WAR OF 1812

WAR I  
1918

TES CASUALTIES  
24,000 WOUNDED





THE ORDER OF INDIAN WARS  
OF THE  
UNITED STATES  
CHARTERED 10 JUNE 1896

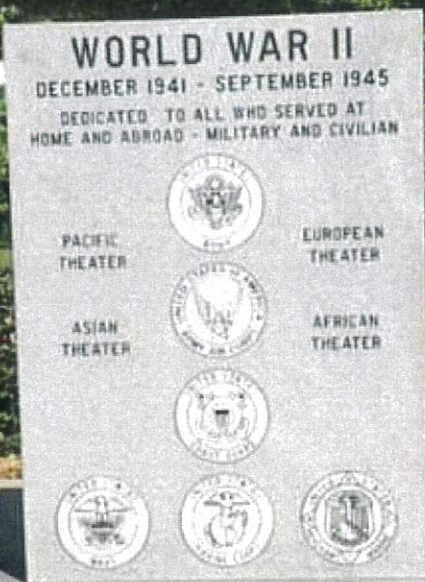
TO THE SACRED HONOUR AND MEMORY OF THOSE  
CITIZEN SOLDIERS, PIONEERS, AND SETTLERS WHO  
PAID THE ULTIMATE PRICE TO HELP ESTABLISH OUR  
AMERICAN LIBERTIES DURING THE FIRST CREEK WAR  
OF 1813 - 1814

DULCE ET DECORUM EST PRO PATRIA MORI  
MMX











# KOREAN WAR

THE FORGOTTEN WAR  
REMEMBERED  
1950 - 1953



IN HONOR OF ALL WHO SERVED  
AND IN MEMORY OF THOSE WHO DIED

FREEDOM IS NOT FREE



MORE THAN 8000 MIA'S STILL UNACCOUNTED FOR































Good Morning  
Today is April 23, 1919  
Reading Writing Arithmetic

$\begin{array}{r} 18 \\ 3 \overline{) 54} \\ \underline{6} \\ 0 \end{array}$	$\begin{array}{r} 18 \\ 3 \overline{) 54} \\ \underline{6} \\ 0 \end{array}$	$\begin{array}{r} 18 \\ 3 \overline{) 54} \\ \underline{6} \\ 0 \end{array}$
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# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-0804, **Version:** 1

**Item #:** BC2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/21/2022

**Item Status:** New

**From:** Felisha Anderson, Director of Archives and History

**Submitted by:** Felisha Anderson, Director of Archives and History

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### **ITEM TITLE**

Agreement with South Alabama Antique Tractor and Engine Club to Display, Store and Collect Antique Tractors, Engines, Machinery and Implements of Historical Value at Bicentennial Park

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve the Agreement between The South Alabama Antique Tractor and Engine Club (SAATEC) and the Baldwin County Commission for the SAATEC to use Bicentennial Park to display, store and collect antique tractors, engines, machinery and implements of historical value. The Agreement is effective for one (1) year from June 21, 2022, through June 20, 2023; and
- 2) Approve the Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement for tractor storage at Bicentennial Park for SAATEC members.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** February 15, 2022 - BCC Regular Meeting - The item was tabled. Staff will work with the county attorney to prepare a Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement between Baldwin County Commission and South Alabama Antique Tractor and Engine Club and a release of liability waiver.

November 26, 2019 - BCC Work Session - The item was tabled. Staff was asked to provide more information and the Property Deed for Bicentennial Park.

**Background:** Certificate of Liability Insurance naming BCC as additional insured is forthcoming.

The South Alabama Antique Tractor and Engine Club (SAATEC) would like to partner with Baldwin County Commission through the Department of Archives and History, to store and collect antique tractors, engines, machinery and implements of historical value to be displayed at Bicentennial Park.

The SAATEC was founded to preserve the rich culture of agriculture and to educate the current

generation of activities involved in the daily life of the past, present, and future, to participate in shows, and to display all types of items and activities relating to farming. This includes the exhibition of antique tractors, hit and miss engines as well as other types of farm related equipment. The club would like to partner with Baldwin County Commission by placing an enclosed expo building and a barn on the Bicentennial Park property.

The SAATEC has partnered with the Baldwin County Commission through the Department of Archives and History to actively promote North Baldwin County. SAATEC serves as co-host for the Olde Time Days event and several other agricultural related events at Bicentennial Park.

Stockton, Alabama is the home of the oldest working farm, Morris Farm, a Historic Site in Baldwin County. On the grounds of Bicentennial Park there is an area designated for farming. As many times as requested, the SAATEC has performed public demonstrations at the Bicentennial Park in Stockton including syrup making, grist mill, plowing, peanut threshing and much more. The tractor club's generous donation of their time at Bicentennial Park creates the atmosphere of an 18<sup>th</sup> century working farm.

An integral part of the five (5) year Strategic Plan under the Economic, Prosperity and Workforce category is for Baldwin County residents to experience the development and marketing of Bicentennial Park. One of the primary goals for Bicentennial Park is to add additional amenities such as a "turn of the century" farmhouse with a barn.

Darrell Sudduth, SAATEC President, will attend the work session to answer any additional questions.

### **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:** Tractor Club's Release of Liability Waiver Assumption of Risk and Individual Owner Release of Liability, Assumption of Risk for tractor storage at Bicentennial Park was drafted and approved by Tyler Thull, Stone Crosby, P.C. on March 9, 2022

**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:** Felisha Anderson, County Archivist/Director and Madison Steele, Horticulturist, will work with SAATEC to secure corporate sponsors to assist with the cost to build the “turn of the century” farmhouse and barn.

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

Administration send correspondence and individual club member waiver for execution to:

South Alabama Antique Tractor and Engine Club  
Mr. Darrell Sudduth, President  
33507 U S Highway 31  
Spanish Fort, Alabama 36527

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

## **AGREEMENT FOR USE OF BICENTENNIAL PARK FOR TRACTOR STORAGE**

This Agreement is made and entered into this 21<sup>st</sup> day of June 2022, between The South Alabama Antique Tractor and Engine Club ("Tractor Club") and the Baldwin County Commission (the "County").

1. The County hereby grants to the Tractor Club permission to use Bicentennial Park, a property owned and maintained by Baldwin County, for storing antique tractors and other related equipment.
2. Tractor Club shall use the park premises solely for its club purposes and activities incidental thereto, and not otherwise, for and during the term one (1) year, from, to-wit: June 21, 2022, through June 20, 2023. This period is herein referred to as the "term" or "period" of this Agreement for Use.
3. In consideration for this Agreement for Use of Bicentennial Park for Tractor Storage, Tractor Club commits to provide the public benefit of agricultural education to residents of Baldwin County through its activities and events.
4. Tractor Club hereby releases, waives and discharges Baldwin County, Alabama, and its elected officials, employees, agents, and volunteers (hereinafter the "Released Parties") from and agrees and covenants not to sue the Released Parties for any claim, liability, or demand of any kind or on account of any real or personal property damage, real or personal property loss, personal injury, temporary or permanent disability, death, economic loss and/or other damages, whether caused by the negligence of Released Parties or otherwise, resulting from or in any way associated with the storage of Tractor Club equipment at Bicentennial Park.
5. Tractor Club voluntarily assumes all risks of personal injury, temporary or permanent disability, death, real or personal property loss, real or personal property damage, economic loss, and/or other damages to the Club and its property resulting from or in any way associated with the storage of tractors and/or tractor-related equipment at Bicentennial Park.
6. Tractor Club hereby acknowledges and agrees that this Agreement is intended to be, and is, a complete release of any responsibility of the Released Parties for personal injury, temporary or permanent disability, death, real or personal property loss, real or personal property damage, economic loss, and/or other damages sustained by Tractor Club and resulting from or in any way associated with the storage of tractors and/or tractor-related equipment at Bicentennial Park.
7. Tractor Club hereby agrees and covenants to indemnify the Released Parties for and hold the Released Parties harmless from any and all personal injury, temporary or permanent disability, death, real or personal property loss, real or personal property damage, economic loss, and/or other damages sustained by the tractor club and resulting from or in any way associated with the storage of tractors and/or tractor-related equipment at Bicentennial Park.



8. Prior to storing any equipment on County property, Tractor Club will provide proof that Baldwin County as the owner of Bicentennial Park has been added as an additional insured under its Commercial General Liability Policy.
9. Each term and provision of this instrument shall be valid and enforced separately to the fullest extent permitted by law. This instrument shall be governed, construed, and enforced in accordance with the law of the State of Alabama.
10. The parties by executing this document warrant that they have read this Agreement and I understand the terms used in it and their legal significance.
11. The waiver and release contained herein is freely and voluntarily given by Tractor Club with the understanding that right to legal recourse against Baldwin County, its elected employees, elected officials, agents, and volunteers is knowingly waived by Tractor Club. The signature on this document is intended to bind not only Tractor Club, but also its members, representatives, administrators, and assigns.
12. By executing this document, \_\_\_\_\_ and James E. Ball, Commission Chairman represent that they have the necessary capacity and authority to bind Tractor Club and the County to this Agreement.

**IN WITNESS WHEREOF**, the Tractor Club and the County executed this Agreement for Use of Bicentennial Park for Tractor Storage on the date below:

DATE: \_\_\_\_\_

**SOUTH ALABAMA ANTIQUE TRACTOR  
AND ENGINE CLUB**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**BALDWIN COUNTY COMMISSION**

\_\_\_\_\_

By: **James E. Ball**

Its: Chairman

**ATTEST:**

\_\_\_\_\_  
**RONALD J. CINK**

Budget Director

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK  
AND INDEMNITY AGREEMENT**

I, \_\_\_\_\_ (*Print Name*), as a member of South Alabama Antique Tractor and Engine Club, in exchange for being allowed to store my tractor and/or tractor-related equipment at Bicentennial Park, a property owned by Baldwin County and managed by the Baldwin County Commission, I agree as follows:

- 1) I hereby release, waive and discharge Baldwin County, Alabama, and its elected officials, employees, agents, and volunteers (hereinafter the "Released Parties") from and agree and covenant not to sue the Released Parties for any claim, liability, or demand of any kind or on account of any real or personal property damage, real or personal property loss, personal injury, temporary or permanent disability, death, economic loss and/or other damages, whether caused by the negligence of Released Parties or otherwise, resulting from or in any way associated with the storage of my tractor and/or tractor-related equipment at Bicentennial Park.
- 2) I hereby voluntarily assume all risks of personal injury, temporary or permanent disability, death, real or personal property loss, real or personal property damage, economic loss, and/or other damages to me and to my property resulting from or in any way associated with the storage of my tractor and/or tractor-related equipment at Bicentennial Park.
- 3) I hereby acknowledge and agree that this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT is intended to be, and is, a complete release of any responsibility of the Released Parties for personal injury, temporary or permanent disability, death, real or personal property loss, real or personal property damage, economic loss, and/or other damages sustained by me and resulting from or in any way associated with the storage of my tractor and/or tractor-related equipment at Bicentennial Park.
- 4) I hereby agree and covenant to indemnify the Released Parties for and hold the Released Parties harmless from any and all personal injury, temporary or permanent disability, death, real or personal property loss, real or personal property damage, economic loss, and/or other damages sustained by me and resulting from or in any way associated with the storage of my tractor and/or tractor-related equipment at Bicentennial Park.
- 5) Each term and provision of this instrument shall be valid and enforced separately to the fullest extent permitted by law. This instrument shall be governed, construed, and enforced in accordance with the law of the State of Alabama.
- 6) I have read this release and waiver and understand the terms used in it and their legal significance. This waiver and release is freely and voluntarily given with the understanding that right to legal recourse against Baldwin County, its elected employees, elected officials, agents, and volunteers is knowingly waived. My signature on this document is intended to bind not only myself, but also my successors, heirs, representatives, administrators, and assigns.

**IN WITNESS WHEREOF**, I have executed this affirmation, waiver, and release on the date below:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name





# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1037, **Version:** 1

**Item #:** BC3

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/21/2022

**Item Status:** New

**From:** Ron Cink, Budget Director

**Submitted by:** Felisha Anderson, Director of Archives and History

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### **ITEM TITLE**

Resolution #2022-105 - Appropriation from Historic Parks Fund to Fort Mims Restoration Association, Inc. for Fort Mims Re-enactment and Living History Event August 27 - 28, 2022

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve Resolution #2022-105 authorizing an appropriation of \$3,295.92 from the Historic Parks Fund to the Fort Mims Restoration Association, Inc. for the Fort Mims Re-enactment and Living History Event August 27 - 28, 2022, specifically related to the cost of services provided by Baldwin County Commission; and
- 2) Approve the Baldwin County Highway Department Maintenance Crew to mark / paint the parking lot at the Fort Mims State Historic Site just prior to the event at a cost of \$1,837.72, with said cost to be invoiced to the Fort Mims Restoration Association, Inc; and
- 3) Approve four (4) Parks Department employees, two employees working eight hours each and two employees working four hours each, to clean up at the Fort Mims State Historic Site just prior to the event and immediately following the event at a cost of \$390.20, with said cost to be invoiced to the Fort Mims Restoration Association, Inc.; and
- 4) Authorize the Archives Department to facilitate the rental from A & M Portables, Inc., of four (4) handicap portable toilets equipped with toilet paper, hand sanitizer and a sink outside for handwashing to be delivered to the event site on Friday, August 26, 2022, and removed on Monday, August 29, 2022, at a cost of \$1,028.00, with said cost to be invoiced to the Fort Mims Restoration Association, Inc.; and
- 5) Approve the use of thirty (30) large rolling garbage carts from the Solid Waste Department, for use throughout the Fort Mims Historic State Site for the event, at a cost of \$40.00 (\$10.00 delivery fee, \$1.00 per cart) with said cost to be invoiced to the Fort Mims Restoration Association, Inc.; and
- 6) Authorize the Archives Department staff to request Southeast Mosquito Control to provide

mosquito spraying for the Fort Mims State Historic Site just prior to the event as routine maintenance. There is no additional charge for this service.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** 06/01/2021 - Last BCC approval of appropriation.

**Background:** Effective October 1, 2019, Act #2019-338 allows for expenditures for historic sites in Baldwin County as follows: At least ten percent shall be expended for the Historic Blakeley Authority and up to two (2) percent shall be expended for other historic sites in Baldwin County for the preservation, restoration, and interpretation of the sites.

Ms. Claudia Campbell, President of the Fort Mims Restoration Association (FMRA), has requested assistance from the Baldwin County Commission in preparing the site for the August 27 - 28, 2022, Re-enactment and Living History event at Fort Mims. The FMRA maintains the Fort Mims State Historic Site for the Alabama Historical Commission.

### **FINANCIAL IMPACT**

**Total cost of recommendation:**

\$1,837.72 - Highway Department equipment, labor, and materials for the striping of the parking area

\$390.20 - Parks Department personnel

\$1,028.00 - A & M Portables, Inc. restrooms

\$40.00 - Solid Waste Department trash cans

**Total Cost is \$3,295.92**

The above cost will be invoiced to the Fort Mims Restoration Association, Inc., and the money appropriated to the organization will be used to pay back the \$3,295.92 for in-kind services provided.

**Budget line item(s) to be used:** 742.23506

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

Act #2019-338 allows for expenditures for historic sites in Baldwin County. Funding for Resolution #2022-105 will come from Fund 742 - Historic Parks Fund.

### **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:** Felisha Anderson, Director of Archives and History

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

Ms. Claudia Slaughter-Campbell  
Fort Mims Restoration Association  
64960 Slaughter Lane  
Stockton, Alabama 36579

cc: Ron Cink, Felisha Anderson, Joey Nunnally, Randy Black, Audra Mize, Terri Graham, Ed Fox, Megan Hart, Madison Steele, Cliff Milton, Cian Harrison, Wanda Gautney

**Additional instructions/notes:** Felisha Anderson: Prepare requisition, coordinate the delivery, pick-up and servicing of the portable restrooms, and schedule the mosquito control spraying.

Highway Department: Mark / paint the parking lots at the Fort Mims State Historic Site just prior the event.

Solid Waste Department: Place thirty (30) large rolling garbage cans for use throughout the Fort Mims State Historic Site just prior to the event.

Four Parks Department employees clean up at the Fort Mims State Historic Site just prior to the event and immediately following the event.

STATE OF ALABAMA )

COUNTY OF BALDWIN )

***RESOLUTION #2022-105  
OF THE  
BALDWIN COUNTY COMMISSION***

**PROVIDING FOR AN APPROPRIATION FROM THE “HISTORIC PARKS FUND” AS  
AUTHORIZATION BY SECTION 45-2-244.183 OF THE CODE OF ALABAMA (1975).**

WHEREAS, Act 2019-338 amended Section 45-2-244.183 on May 23, 2019, effective October 1, 2019, authorizing the county governing body of Baldwin County, Alabama, to appropriate and expend not more than two percent (2%) of the privilege license tax allocated for historic sites to other historic sites from a separate county fund as required by the aforementioned Local Act of the Legislature of Alabama, with the fund being entitled the “Historic Parks Fund” by the county governing body of Baldwin County, Alabama; and

COMES NOW, this honorable county governing body, pursuant to the authority as set forth by the aforementioned Local Act of the Legislature of Alabama, desiring to appropriate and expend \$3,295.92, from the “Historic Parks Fund,” in Baldwin County Fiscal Year 2021-2022, to the Fort Mims Restoration Association, Inc., towards the cost of the annual Re-enactment and Living History Event at the Fort Mims State Historic Site on August 27-28, 2022, with said appropriation/expenditure being used to offset the costs incurred for services provided by the Baldwin County Commission related to site preparation and event services, with said appropriation/expenditure, in the judgment of this honorable county governing body, being worthy and in the best interest of the county and benefiting public historic preservation purposes for the citizens of Baldwin County, Alabama; now therefore

BE IT RESOLVED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that this honorable county governing body, pursuant to the authority as set forth by the aforementioned Local Act of the Legislature of Alabama, hereby appropriates and expends \$3,295.92 from the “Historic Parks Fund,” in Baldwin County Fiscal Year 2021-2022, to the Fort Mims Restoration Association, Inc., for the Fort Mims Re-enactment and Living History Event with said appropriation/expenditure, in the judgment of this honorable county governing body, being worthy and in the best interest of the County and benefiting public historic preservation purposes for the citizens of Baldwin County, Alabama.

DONE, under the Seal of Baldwin County, Alabama, as affixed on this the 21st day of June 2022.

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Commissioner James E. Ball, Chairman  
Baldwin County Commission

ATTEST:

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Ronald J. Cink  
Interim County Administrator



ACT #2019- 338

1 SB367  
2 201569-6  
3 By Senators Albritton and Elliott (N & P)  
4 RFD: Local Legislation  
5 First Read: 02-MAY-19



1 SB367

2  
3  
4 With Notice and Proof

5  
6 ENROLLED, An Act,

7 Relating to Baldwin County; to amend Section  
8 45-2-244.183, Code of Alabama 1975, to further provide for the  
9 distribution of the privilege license tax on the leasing or  
10 renting of tangible personal property; to amend Section  
11 45-2-220.05, Code of Alabama 1975, relating to the  
12 distribution of certain additional recording fees; to provide  
13 that the portion of the additional recording fee distributed  
14 to the county legislative delegation office would be  
15 redistributed to the Baldwin County District Attorney's  
16 Office; and to provide retroactive effect.

17 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

18 Section 1. Section 45-2-244.183, Code of Alabama  
19 1975, is amended to read as follows:

20 "§45-2-244.183.

21 "(a) The privilege license tax levied hereunder,  
22 except where otherwise provided, shall be due and payable in  
23 monthly installments on or before the twentieth day of the  
24 month next succeeding the month in which the privilege license  
25 tax accrues. On or before such twentieth day, every person on



whom the amounts levied hereunder are imposed shall render to the county, on a form or forms prescribed by the county commission or State Department of Revenue, a true and correct statement showing the gross proceeds of his or her business for the next preceding month, the amount of gross proceeds which are not subject to the privilege license tax, or are not to be used as a measurement of the amounts due by such person and the nature thereof, together with such other information as the county commission may require, and at the time of making such monthly report such person shall compute the privilege license taxes due and shall pay the Baldwin County Commission the amounts shown to be due. All taxes of the county shall be deposited into the general fund of the county treasury to be distributed as follows:

"(1) Seventy-five percent shall be distributed to the county general fund to be expended, as approved by the Baldwin County Commission, for general purposes; however, and per fiscal year from the foregoing distribution, the Baldwin County Commission shall appropriate two hundred thousand dollars (\$200,000) into a separate county fund to be used for the operation of the Baldwin County Legislative Office, established by Section 45-2-190, including, but not limited to, office equipment, communication equipment, salary supplements for personnel of the legislative delegation office, training, and official public travel for House and

1 Senate members of the Baldwin County Legislative Delegation  
2 and personnel of the legislative delegation office and other  
3 expenses deemed appropriate only by written direction provided  
4 the Baldwin County Commission by the House and Senate members  
5 of the Baldwin County Legislative Delegation. The members and  
6 personnel of the office may be eligible for reimbursement  
7 where applicable under the same policies, procedures, and  
8 conditions as county elected officials as provided in County  
9 Commission Policy No. 8.6 and subsequent policies. All of the  
10 policies shall be subject to the same audit provisions as  
11 provided for the office. Notwithstanding the foregoing, the  
12 expenses for official travel by a member of the House of  
13 Representatives representing Baldwin County outside of his or  
14 her district shall not exceed two thousand dollars (\$2,000)  
15 per House of Representatives member per during a county fiscal  
16 year, shall be subject to a majority vote of the House  
17 delegation, and shall be subject to periodic audits by the  
18 Examiners of Public Accounts. Expenses for official travel by  
19 a member of the Senate representing Baldwin County outside of  
20 his or her district shall not exceed seven thousand five  
21 hundred dollars (\$7,500) per Senator during a county fiscal  
22 year and shall be subject to periodic audits by the Examiners  
23 of Public Accounts.

24 " (2) ~~Ten~~ Twelve percent shall be distributed into a  
25 separate county fund to be expended, ~~as approved by the~~



1 ~~Baldwin County Commission in a resolution spread upon its~~  
2 ~~minutes, for the Historic Blakeley Authority. Of the funds~~  
3 ~~distributed to the Historic Blakeley Authority annually,~~  
4 ~~twenty-five thousand dollars (\$25,000) shall be expended by~~  
5 ~~the authority for the preservation, restoration, and~~  
6 ~~interpretation of Fort Mims and of the remaining funds 50~~  
7 ~~percent shall be expended for capital improvement.~~

8 ~~Notwithstanding the foregoing earmarking of expenditures for~~  
9 ~~the Historic Blakeley Authority for capital outlay, in any~~  
10 ~~fiscal year that the authority adds to and supplements its~~  
11 ~~lease tax revenue with contributions of capital expansion~~  
12 ~~funds or other equivalent capital contributions of real or~~  
13 ~~personal property from other sources, an amount of funds from~~  
14 ~~this section earmarked for capital outlay equal to 50 percent~~  
15 ~~of the additional contributions for capital outlay or~~  
16 ~~equivalent capital contributions may be expended for~~  
17 ~~operations in lieu of expending for capital outlay.~~

18 ~~Disbursements shall be made quarterly to the Historic Blakeley~~  
19 ~~Authority. for historic sites in Baldwin County as follows: At~~  
20 ~~least ten percent shall be expended for the Historic Blakeley~~  
21 ~~Authority and up to two percent shall be expended for other~~  
22 ~~historic sites in Baldwin County. The Baldwin County~~  
23 ~~Commission shall produce a report annually for the House and~~  
24 ~~Senate members of the Baldwin County Legislative Delegation~~  
25 ~~detailing the disbursement of these funds.~~

~~"(3) Fifteen percent shall be distributed into the Baldwin County Community Capital Fund, which is hereby established, to be expended only upon the unanimous direction of the members of the Baldwin County Legislative Delegation and for public purposes, not otherwise provided for by law, that in their judgment are worthy, for the best interest of the county, and promote the economic well-being of the citizens of Baldwin County and may specifically include projects at the Fort Morgan State Historic Site. Any unexpended balance in the fund at the end of the county fiscal year shall remain in the fund and shall not revert to any other state or local fund.~~

"(3) Eight percent shall be distributed to the Baldwin County Economic Development Alliance for the purposes of growing and improving the county's economy.

"(4) The remaining balance in the fund at the end of the county fiscal year shall revert to the Baldwin County Legislative Delegation Office established by Section 45-2-190, to be expended as provided in subdivision (1) in addition to any other sums provided.

~~"(4)~~ (5) Privilege or license taxes collected and expended under authority of this subpart shall be audited by the Examiners of Public Accounts.

"(b) If any person subject hereto should fail to render any report, return, statement, or form required hereby



# Baldwin County Highway Department Estimate Sheet

DATE	7/1/2022	Area:	100
REQUESTED BY:	Felisha Anderson	SPONSORED BY:	
LOCATION	Fort Mims		
Scope of Work:	Layout & stripe parking spots on grass for the Reenactment Living History of Fort Mims		

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT COST	SUBTOTAL
<b>1</b>	<b>EQUIPMENT</b>				
EQ# 69747	2019 F-550 Crew cab / with Utility Tractor	Hours	4	\$32.21	\$128.84
EQ # 73749	Ford F150	MILES	130	\$0.56	\$72.80
EQ # 00065	2019 Powerliner 4955 Paint Striper - Walk Behind	Hours	8	\$3.96	\$31.68
	<b>TOTAL</b>				<b>\$ 233.32</b>
<b>2</b>	<b>LABOR</b>				
	Man Hrs-4 Employees	HOURS	40	\$30.00	\$1,200.00
	<b>TOTAL</b>				<b>\$ 1,200.00</b>
<b>3</b>	<b>MATERIAL</b>				
	Paint (White)	GAL	30	\$10.40	\$312.00
	Paint (Blue)	GAL	6	\$15.40	\$92.40
	<b>TOTAL</b>				<b>\$404.40</b>
<b>Total cost Estimate</b>					<b>\$ 1,837.72</b>

## Felisha Anderson

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**From:** Bo Bonner  
**Sent:** Tuesday, May 31, 2022 9:21 AM  
**To:** Felisha Anderson; Madison Steele  
**Subject:** Hourly Wages and totals for Fort Mims Weekend

Felisha and Madison,

I have calculated both total hourly wage for the following employees and the total amount is calculated as well.

Employee	Total Hourly Wage	Total Amount
Anderson, Michael	\$15.68	\$125.44 (8 hours)
Williamson, Lee	\$15.84	\$126.76 (8 hours)
Overstreet, Forrest	\$18.98	\$75.93 (4 hours)
Swearingen, Jim	\$15.52	\$62.07 (4 hours)

Bo Bonner, AAPPA-CS  
251-937-0337  
Asst. Personnel Director  
Baldwin County Commission





# A&M Portables, Inc.

amports@bellsouth.net

P.O. Box 308  
Satsuma, AL. 36572  
251-679-0933 F: 251-679-1930

## Quotation

DATE 6/2/2022

Customer ID

Quotation valid until: 30 DAYS

**BILL TO ADDRESS:**

FORT MIMS  
P O BOX 519  
STOCKTON AL 36579  
251-533-9024

**SHIP TO ADDRESS:**

FORT MIMS  
2022 REINACTMENT  
1813 FORT MIMS RD  
TENSAW AL

**Comments or Special Instructions:**

DELIVER 08/26/2022 PICK UP 08/29/2022

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS

QUANTITY	DESCRIPTION	UNIT PRICE	TAXABLE?	AMOUNT
4	HANDICAP TOILETS DELIVER & PICK UP ONLY	\$ 115.00	N	\$ 460.00
4	HAND WASH DELIVER & PICK UP ONLY	\$ 85.00	N	\$ 340.00
8	ADDITIONAL SERVICES 08/28 VERY EARLY	\$ 25.00	N	\$ 200.00
1	ADDITIONAL SERVICES HC ONSITE ALREADY 08/28 VERY EARLY	\$ 25.00	N	\$ 25.00

SUBTOTAL	\$ 1,025.00
TAX RATE	0.00%
SALES TAX	\$ -
SURCHARGE	\$ 3.00
TOTAL	\$ 1,028.00

5% processing fee if paying with credit/debit card

If you have any questions concerning this quotation, contact Amber Little, 251-679-0933, amports@bellsouth.net.

**THANK YOU FOR YOUR BUSINESS!**

**BALDWIN COUNTY SOLID WASTE DEPARTMENT COMMUNITY  
CLEANUP/FESTIVAL/FUNDRAISING REQUEST APPLICATION**

Name of Event Fort Mims Reenactment

Type of Program

Community Cleanup ☐

Festival ☐

Other ☒

If other, please describe Reenactment Living History

Requesting Commissioner District 1

Date of Request May 27, 2022

Date of Event 8/27/22 + 8/28/22

Point of Contact(s) Claudia Campbell

Phone Number(s) (251) 533-9024

Address of Location 1813 Fort Mims Road  
Stackton, AL 36579

Type of Service Requested

Roll-Off ☒

96 Gallon Garbage Cans ☐

Additional Notes 30- large rolling garbage cans

Collection Supervisor's Comments

Date Completed

Weight

Landfill



## Felisha Anderson

---

**From:** Claudia Campbell <claudia\_cmpbll@yahoo.com>  
**Sent:** Friday, May 20, 2022 5:32 AM  
**To:** Felisha Anderson  
**Cc:** Kelly Bullin  
**Subject:** letter to Commission Re 2022 Reenactment

This message has originated from an External Source. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

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Good Morning, Felisha!

It's time to ask the Commission for help with this year's reenactment.

Since I am supposed to go through you these days, I'm wondering if you generated last years request or did I? Can you pull it up?? Maybe I wrote the letter to you and you presented the request to them?! They agreed, but had FMRA pay for everything...but that's ok with us!!

We will need all the same things as previous years, but possibly the Brats bus only on Saturday morning, 8-12, depending on the need for it after that time.

The other needs are: Cleaning/ mowing right before the event, striping the lot and along the road for parking, 30 rolling garbage cans, 4 handicap portolets with hand washing stations and emptying on Saturday evening, and assistance as needed for mosquito control.

I hope you're doing great-

I haven't seen you since the Easter shin-dig at the park!!

Looking forward to your reply.

Hugs,

Claudia

Sent from my iPhone



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1044, **Version:** 1

**Item #:** BD1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/21/2022

**Item Status:** New

**From:** Ann Simpson, Director of Transportation

**Submitted by:** Ann Simpson, Director of Transportation

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### **ITEM TITLE**

Donation of Transportation Services for Fort Mims Re-enactment and Living History Event August 27, 2022

### **STAFF RECOMMENDATION**

Approve the request from the Fort Mims Restoration Association, Inc. to utilize Baldwin Regional Area Transit System (BRATS) for transportation for the Fort Mims Re-enactment and Living History Event on August 27, 2022, from 8:00 AM - 12:00 PM at a donated cost of \$366.30.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** June 1, 2021 - BCC approved donated transportation service for the 2021 Fort Mims Re-enactment held on August 28, 2021 at a cost of \$632.70.

**Background:** Felisha Anderson forwarded the request received on May 20, 2022, from Claudia Campbell, President of the Fort Mims Restoration Association, Inc., to Ann Simpson for the use of one (1) BRATS bus for the Fort Mims Re-enactment on August 27, 2022, from 8:00 AM - 12:00 PM.

The cost for the use of one bus for this event is \$66.60 per hour for 5.5 hours which includes the commute time to and from the BRATS hub, pre-trip, and post-trip inspections. Total cost of transportation services is \$366.30. BRATS requests approval from the Baldwin County Commission to donate this service in order to comply with federal charter regulations.

### **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 to notify persons listed below of Commission decision.

BRATS Staff to schedule and coordinate transportation.

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

Administration: notify of Commission decision via e-mail:

Ann Simpson - ann.simpson@baldwincountyal.gov

Felisha Anderson - fanderson@baldwincountyal.gov

Claudia Campbell - claudia\_cmpbll@yahoo.com (Note: underscore “\_” between claudia and cmpbll in e-mail address)

cc: Ron Cink, Cian Harrison, Eva Cutsinger, Christie Davis

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

## Ann Simpson

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**From:** Felisha Anderson  
**Sent:** Wednesday, June 1, 2022 7:40 AM  
**To:** Ann Simpson  
**Cc:** Becky R. Peterson  
**Subject:** BRATS - Transportation for the Fort Mims Re-enactment and Living History Event 2022  
**Attachments:** 20220601\_063515.pdf; 20220601\_062852.pdf

Good Morning, Ann!

Claudia has submitted the request for county assistance for the annual re-enactment at Fort Mims. The date is August 27-26, 2022. She is requesting one (1) BRATS Bus for Saturday morning (8:00 AM until 12:00 NOON). I have attached a copy of last year's agenda and the email from the Claudia. An agenda is going before the Commission on 6/21/2022.

Please let me know if any other information is needed from me.

Sincerely,

Felisha

*Felisha Anderson*

Director/County Archivist  
Special Historic Projects Coordinator  
Baldwin County Commission  
Mailing Address: 312 Courthouse Square, Suite 26 - Bay Minette, Alabama 36507  
Physical Address: 305 East 2<sup>nd</sup> Street, Bay Minette, Alabama 36507  
Office: (251) 580-2572    Mobile: (251) 272-0565    Fax: (251) 580-2528  
Archives Ext. 2572  
Email: [fanderson@baldwincountyal.gov](mailto:fanderson@baldwincountyal.gov)  
Department Email: [archivalrecords@baldwincountyal.gov](mailto:archivalrecords@baldwincountyal.gov)  
Website: <http://baldwincountyal.gov/departments/archives-history>



**BALDWIN**  
— COUNTY, ALABAMA —  
EST. 1809

The Copyright law of the United States (Title 17, United States Code) governs the making of photocopies or other reproductions of copyrighted materials. Under certain conditions specified in the law, libraries and archives are authorized to furnish a photocopy or other reproduction. One of these specified conditions is that the photocopy or reproduction is not to be "used for any purpose other than private study, scholarship, or research." If a user makes a request for, or later uses, a photocopy or reproduction for purposes in excess of "fair use," that user may be liable for copyright infringement.



## Felisha Anderson

---

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We will need all the same things as previous years, but possibly the Brats bus only on Saturday morning, 8-12, depending on the need for it after that time.

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I haven't seen you since the Easter shin-dig at the park!!

Looking forward to your reply.

Hugs,  
Claudia

Sent from my iPhone

Name of Event 2022 Fort Mims Reenactment Date of Event 8/27/2022  
 Contact Person Claudia Campbell Contact Number 251-533-9024  
 Applicable Exemption: ☐ 1-Program Purpose ☒ 2-Donated ☐ None Estimated Cost of Service: \$366.30  
 Applicable Exception: ☐ 1 ☐ 2 ☐ 3 ☐ None (attached based on Cost Allocation Matrix)

**EXEMPTION 1: Rural Program Purpose** (Revenue to Fund 143 Farebox)

Is the origin of the proposed trip outside the MPO Urbanized Area? ☐ Yes ☐ No  
 Will the proposed transportation be for a human service organization or for elderly, disabled, or low-income passengers?  
☐ Yes ☐ No

**EXEMPTION 2: Donated Service** (Donated, No Revenue, List as fund 143 on funding line item on agenda)

Has the Commission Approved the Donation of BRATS Resources for Trip? ☐ Yes ☐ No (note: this is not a publicized exemption) 6/21/2022 Agenda

**EXCEPTION 1: Service for Qualified Human Service Organizations (QHSEO)** (Revenue to Fund 143 Incidental)

Verified one of the following:

Registered QHSEO on FTA Charter Website: ☐ Yes ☐ No

Receives funding from listed federal program: ☐ Yes ☐ No

Verified service to be provided one of the following groups (check all that apply): ☐ Elderly ☐ Disabled ☐ Low Income

**EXCEPTION 2: Service for Government Officials on Official Government Business** (Revenue to Fund 143 Incidental)

Verified Trip within BRATS Service Area: ☐ Yes ☐ No

Verified Trip for Official Government Purposes: ☐ Yes ☐ No

List Government Official/Title: (If more are listed, please use back of form.)

Name	Title
_____	_____
_____	_____
_____	_____

**EXCEPTION 3: Service When Private Charter Service Not Available** (Revenue to Fund 143 Incidental)

Email Charter Companies: Date: \_\_\_\_\_ Time: \_\_\_\_\_ Initial: \_\_\_\_\_

Folder Created: ☐ Yes ☐ No

Fax Sent to any Companies email is returned from: ☐ Yes ☐ No

Companies need to respond by: Date: \_\_\_\_\_

Companies Responded? ☐ Yes ☐ No Date: \_\_\_\_\_ Signature: \_\_\_\_\_

If yes, company name/contact (If more than one, please add information on back of form.)

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

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

**ALTERNATE OPTION: Service Provided with the County Bus and the County Driver** (Revenue to Fund 103 Incidental)

Are Resource Levels Sufficient to Satisfy Request? ☒ Yes ☐ No

Preliminary Review By: Stacia Wenzel

Approved for Submission to Commission by: Ann Simpson Date: 6/1/2022

Commission Approval? ☐ Yes ☐ No Date of Commission Approval: \_\_\_\_\_

Future Recording:

Approved Expense (based on Cost Allocation Matrix): \_\_\_\_\_

Revenue Account: ( ☐ 143-Farebox ☐ 143-Incidental ☐ 103 ☐ N/A )

Send Bill to: ( ☐ BCC ☐ 3<sup>RD</sup> PARTY: \_\_\_\_\_ ☐ N/A )



Event Pricing Matrix
6/1/2022

Name of Event	Fort Mims Re-enactment
Date of Event	Saturday August 27, 2022

																							This doesn't include mileage for Shuttle only Travel.						
Date	Start Time of Service	End Time of Service	Event in Hours	Event Time in minutes	Pre Trip	Post Trip	Google Travel Time AM From Garage	Google Travel Time PM To Garage	# AM Stops	# PM Stops	Standard Time Allotment for each Stop	Total Time Allotment for All Stops	Additional Time	Additional Traffic Time	Non Event Time in Minutes	Non Event Time in Hours	Total Hours	Cost Per Hour	Total Cost per day	Total Cost per day Rounded	Number of Buses	Overall cost	AM Mileage From Hub	PM Mileage To Hub	Total Daily Mileage				
8/27/2022	8:00 AM	12:00 PM	4.00	240	15	15	30	30	0	0	3	0	0	0	90	1.50	5.50	\$ 66.60	-	\$366.30	1	\$ 366.30	25.7	25.7	51.4				
				0	15	15			0	0	3	0	0	0	30	0.50	0.50	\$ 66.60		\$0.00	2	\$ -			0				
				0	15	15			0	0	3	0	0	0	30	0.50	0.50	\$ 66.60		\$0.00	2	\$ -			0				
				0	15	15			0	0	3	0	0	0	30	0.50	0.50	\$ 66.60		\$0.00	2	\$ -			0				
																				Total All Days		\$ 366.30							



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1064, **Version:** 1

**Item #:** BE1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/21/2022

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director / Joey Nunnally, County Engineer/ Frank Lundy, Maintenance Engineer /Brian Peacock, CIS Director/ Madison Steele, Parks Horticulturist

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

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### **ITEM TITLE**

Competitive Bid #WG22-33A - Provision of Concrete Sidewalk Repair on County Right-of-Ways for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Award the bid for the Provision of Concrete Sidewalk Repair on County Right-of-Ways to the lowest bidder, **L & K Construction, LLC**, as per the attached Award Listing and authorize the Chairman to execute the Contract. (Contract is effective immediately upon the same date as its full execution for twelve (12) months.)

### **BACKGROUND INFORMATION**

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

05/17/2022: Authorized the Purchasing Director to re-bid for the Provision of Concrete Sidewalk Repair on County Right-of -Ways and authorized the Chairman/ Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

04/05/2022: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Concrete Sidewalk Repair on County Right-of-Ways for the Baldwin County Commission; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

**Background:** Bids were opened in the Purchasing Conference Room on June 7, 2022, at 2:00 P.M. Two (2) bids were received. Staff recommends the Commission award the bid for the Provision of Concrete Sidewalk Repair on County Right-of-Ways to the lowest bidder, L & K Construction, LLC as per the attached Award Listing. Bid Tabulation is attached for review.

### **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?**  
Standard County Construction Contract

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 6/21/2022

**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 #WG22-33A - AWARD LISTING**

**Provision of Concrete Sidewalk Repair**

**Effective Date: June 21,2022 through June 21, 2023**

<b>BIDDER: L &amp; K Construction, LLC</b>		
<b>Alabama GC License #55997</b>		
<b>Item Description</b>	<b>Unit of Measure</b>	<b>Bid Amount</b>
Concrete Sidewalk 4" Thick (Portland Cement 4000 psi)	Per square yard	\$70.00
Concrete Sidewalk 6" Thick (Portland Cement 4000 psi)	Per square yard	\$78.00
Concrete Sidewalk 4" Think Reinforced with Wire Mesh (Portland Cement 4000 psi)	Per square yard	\$75.00
Concrete Sidewalk 6" Think Reinforced with Wire Mesh (Portland Cement 4000 psi)	Per square yard	\$85.00
Steel Reinforcement (USA Steel)	Per pound	\$2.65
Minor Structure Concrete (Portland Cement 4000 psi)	Per cubic yard	\$2,200.00
Truncated dome retrofit	Per square foot	\$45.00
<b>Exceptions: NONE</b>		



**COMPETITIVE BID #WG22-33A - BID TABULATION**  
**Provision of Concrete Sidewalk Repair**

**BIDDER: L & K Construction, LLC**  
**Alabama GC License #55997**

Item Description	Unit of Measure	Bid Amount
Concrete Sidewalk 4" Thick (Portland Cement 4000 psi)	Per square yard	\$70.00
Concrete Sidewalk 6" Thick (Portland Cement 4000 psi)	Per square yard	\$78.00
Concrete Sidewalk 4" Thick Reinforced with Wire Mesh (Portland Cement 4000 psi)	Per square yard	\$75.00
Concrete Sidewalk 6" Thick Reinforced with Wire Mesh (Portland Cement 4000 psi)	Per square yard	\$85.00
Steel Reinforcement (USA Steel)	Per pound	\$2.65
Minor Structure Concrete (Portland Cement 4000 psi)	Per cubic yard	\$2,200.00
Truncated dome retrofit	Per square foot	\$45.00
<b>Exceptions: NONE</b>		

**BIDDER: Trafco Contracting, LLC**  
**Alabama GC License #55371**

Item Description	Unit of Measure	Bid Amount
Concrete Sidewalk 4" Thick (Portland Cement 4000 psi)	Per square yard	\$92.00
Concrete Sidewalk 6" Thick (Portland Cement 4000 psi)	Per square yard	\$110.00
Concrete Sidewalk 4" Thick Reinforced with Wire Mesh (Portland Cement 4000 psi)	Per square yard	\$96.00
Concrete Sidewalk 6" Thick Reinforced with Wire Mesh (Portland Cement 4000 psi)	Per square yard	\$115.00
Steel Reinforcement (USA Steel)	Per pound	\$7.00
Minor Structure Concrete (Portland Cement 4000 psi)	Per cubic yard	\$1,380.00
Truncated dome retrofit	Per square foot	\$70.00
<b>Exceptions: NONE</b>		

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 **L & K Construction, LLC**, (hereinafter referred to as "PROVIDER").

### **WITNESSETH:**

**Whereas**, at its regular meeting on Tuesday, June 21, 2022, the COUNTY authorized staff to solicit bids for the Provision of Concrete Sidewalk Repair on County Right-of-Ways; and

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

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

- I. Definitions. The following terms shall have the following meanings:
  - A. COUNTY: Baldwin County, Alabama
  - B. COMMISSION: Baldwin County Commission
  - C. PROVIDER: L & K Construction, 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: L & K Construction, LLC  
24625 Miflin Rd.  
Elberta, AL 36530  
Attn: Christopher Lee Thornton
- 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**



**#WG22-33A”, the same being expressly incorporated herein by reference, and without limitation will encompass:**

**“Competitive Bid #WG22-33A– Provision of Concrete Sidewalk Repair on County Right-of-Ways for the Baldwin County Commission”.**

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

**XVII. General Responsibilities of the COUNTY.**

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

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

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

**XIX. Compensation Limited.** The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not

listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

XX. Direct Expenses. Compensation to PROVIDER for work shall be paid As shown on **"ATTACHMENT A"**. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services.

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

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

XXII. Effective and Termination Dates. This Contract shall be effective for twelve (12) months and shall commence immediately upon the same date as full execution and shall terminate upon the expiration of twelve (12) months or upon 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, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration of this Contract.

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



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

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

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

COUNTY:

ATTEST:

\_\_\_\_\_  
JAMES E. BALL  
Chairman

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

\_\_\_\_\_  
RONALD J. CINK  
Budget Director

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

**NOTARY AND SIGNATURE PAGE TO FOLLOW**

State of Alabama     )  
County of Baldwin    )

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

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

PROVIDER:

***L & K Construction, LLC***

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

State of Alabama     )  
County of Baldwin    )

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

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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



**“ATTACHMENT A”**

**BID #WG22-33A RESPONSE FORM**

## Provision of Concrete Sidewalk Repair

Page 1 of 2

Date: 6/7/2022

Out of State \_\_\_\_\_ or X If yes, \_\_\_\_\_  
Yes No Registration Number

Company Name: L & K Construction, LLC

Address: 24625 Mifflin Rd, Elberta, AL 36530

Company Rep. Christopher Lee Thornton  
(Rep. Name Typed or Printed)

Position: Owner

Email address: [leethornton80@yahoo.com](mailto:leethornton80@yahoo.com)

Phone: 251-583-5191

Fax: N/A

Contractor's License Number AL-55997  
(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.

Financing through another agency beside yourself \_\_\_\_\_ or xx  
Yes No

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

Financing Agency Authorized Signature

**BID #WG22-33A RESPONSE FORM****Provision of Concrete Sidewalk Repair**

Page 2 of 2

**Unit Price Per Item**

All items below shall be in accordance with applicable portions of Section 501, Section 502, Section 618, and Section 620 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, and any ALDOT Special Provisions which may supersede this publication.

All Bid Unit Prices shall include mobilization, labor, materials, and equipment used to complete the tasks.

Concrete Sidewalk 4" Thick (Portland Cement 4000 psi)	\$70.00 SQYD
Concrete Sidewalk 6" Thick (Portland Cement 4000 psi)	\$78.00 SQYD
Concrete Sidewalk 4" Thick Reinforced with Wire Mesh (Portland Cement 4000 psi)	\$75.00 SQYD
Concrete Sidewalk 6" Thick Reinforced with Wire Mesh (Portland Cement 4000 psi)	\$85.00 SQYD
Steel Reinforcement (USA Steel)	\$2.65 LBS
Minor Structure Concrete (Class A)	\$2,200.00 CUYD
Truncated dome retrofit	\$45.00 SQFT





# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1034, **Version:** 1

**Item #:** BE2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/21/2022

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director / Joey Nunnally, County Engineer / Seth Peterson, Pre-Construction Manager

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

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### **ITEM TITLE**

Competitive Bid #WG22-41 - Land Management on Approximately 424 Acres of "Wet Pine Savannah" within the Baldwin County Wetland Mitigation Bank Located in Gulf Shores, Alabama, for the Baldwin County Commission

### **STAFF RECOMMENDATION**

**Reject** the bid received for Bid #WG22-41 - Land Management on approximately 424 acres of "Wet Pine Savannah" within the Baldwin County Wetland Mitigation Bank located in Gulf Shores, Alabama, due to bid amount received exceeding the budget for the project.

### **BACKGROUND INFORMATION**

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

05/03/2022: 1) Authorized the Purchasing Director to place a competitive bid for land management on approximately 424 acres of "Wet Pine Savannah" within the Baldwin County Wetland Mitigation Bank located in Gulf Shores, AL; 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 May 24, 2022, at 1:30 P.M. One (1) bid was received. Staff recommendation is to reject the bid received because the bid amount exceeded the budget for this project. Highway staff will evaluate other options to get this work completed.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

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

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

N/A

**LEGAL IMPACT**

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

N/A

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 6/21/2022

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

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

Letter to Bidder

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





# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1036, **Version:** 1

**Item #:** BE3

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/21/2022

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director / Joey Nunnally, County Engineer / Tyler Mitchell, Construction Manager

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

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### **ITEM TITLE**

Competitive Bid #WG22-42 - Provision of Finished Road Signs for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Award the bid for Provision of Finished Road Signs to **Vulcan Inc., d/b/a Vulcan Signs**, as per the attached Award Listing.

### **BACKGROUND INFORMATION**

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

05/03/2022: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Finished Road Signs; 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 May 25, 2022, at 1:30 P.M. One (1) bid was received. Staff recommendation is to award the bid for Provision of Finished Road Signs to Vulcan Inc., d/b/a Vulcan Signs as per the attached Award Listing.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** Variable

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

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

### **LEGAL IMPACT**

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

N/A

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 06/21/2022

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

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

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



# COMPETITIVE BID #WG22-42 - AWARD LISTING

## Provision of Finished Road Signs

Effective Dates: 06/21/2022 - 06/21/2023

BIDDER:				Vulcan, Inc.
ITEM NO	SIGNS COMPLETE - DESCRIPTION	Unit	SHEET GRADE (ALDOT)	Unit Price per Sign
S1	Stop Sign, R1-1, 30" x 30"	Each - Price per Complete Sign	TYPE IV	\$33.48
			TYPE VIII	\$42.51
			TYPE IX	\$42.51
			TYPE XI	\$43.65
S2	Stop Sign, R1-1, 36" x 36"	Each - Price per Complete Sign	TYPE IV	\$48.24
			TYPE VIII	\$61.25
			TYPE IX	\$61.25
			TYPE XI	\$62.89
S3	Stop Sign, R1-1, 48" x 48"	Each - Price per Complete Sign	TYPE III	\$85.75
			TYPE IV	\$85.75
			TYPE VIII	\$108.87
			TYPE IX	\$108.87
			TYPE XI	\$111.79
S4	Advance Traffic Control Sign, W3-1, W3-2, W3-3, 30" x 30"	Each - Price per Complete Sign	TYPE IV	\$37.07
			TYPE VIII	\$46.11
			TYPE IX	\$46.11
			TYPE XI	\$47.24
S5	Advance Traffic Control Sign, W3-1, W3-2, W3-3, 36" x 36"	Each - Price per Complete Sign	TYPE IV	\$52.71
			TYPE VIII	\$65.71
			TYPE IX	\$65.71
			TYPE XI	\$67.36
S6	Advance Traffic Control Sign, W3-1, W3-2, W3-3, 48" x 48"	Each - Price per Complete Sign	TYPE IV	\$92.48
			TYPE VIII	\$115.61
			TYPE IX	\$115.61
			TYPE XI	\$118.52
S7	Yield, R1-2, 30" x 30" x 30"	Each - Price per Complete Sign	TYPE IV	\$20.57
			TYPE VIII	\$25.44
			TYPE IX	\$25.44
			TYPE XI	\$26.06
S8	Yield, R1-2, 36" x 36" x 36"	Each - Price per Complete Sign	TYPE IV	\$28.39
			TYPE VIII	\$34.44
			TYPE IX	\$34.44
			TYPE XI	\$35.20
S9	Yield, R1-2, 48" x 48" x 48"	Each - Price per Complete Sign	TYPE IV	\$44.59
			TYPE VIII	\$57.33
			TYPE IX	\$57.33
			TYPE XI	\$58.93
S10	Highway-Rail Grade Crossing W10-1, 36" Dia	Each - Price per Complete Sign	TYPE IV	\$47.36
			TYPE VIII	\$60.36
			TYPE IX	\$60.36
			TYPE XI	\$62.01
S11	Highway-Rail Grade Crossing W10-1, 30" Dia	Each - Price per Complete Sign	TYPE IV	\$32.88
			TYPE VIII	\$41.92
			TYPE IX	\$41.92

**COMPETITIVE BID #WG22-42 - AWARD LISTING**

**Provision of Finished Road Signs**

**Effective Dates: 06/21/2022 - 06/21/2023**

BIDDER:				Vulcan, Inc.	
			TYPE XI		\$43.05



# COMPETITIVE BID #WG22-42 - AWARD LISTING

## Provision of Finished Road Signs

Effective Dates: 06/21/2022 - 06/21/2023

BIDDER:				Vulcan, Inc.		
S12	County Route Sign (M1-6) with County Name and Border; MUTCD Chapter 2D	Each - Price per Complete Sign	TYPE IV		\$27.17	
			TYPE VIII		\$31.63	
			TYPE IX		\$32.39	
S13	County Route Sign (M1-6) with County Name, Road Number and Border; MUTCD Chapter 2D (Route signs with different numbers are not included in total for quantity pricing)	Each - Price per Complete Sign	TYPE IV		\$27.17	
			TYPE VIII		\$31.63	
			TYPE IX		\$32.39	
S14	School Advanced Warning S1-1, 30" x 30"	Each - Price per Complete Sign	TYPE IV		\$32.39	
			TYPE VIII		\$41.43	
			TYPE IX		\$41.43	
			TYPE XI		\$42.57	
			Fluorescent Y-G		\$42.57	
S15	School Advanced Warning S1-1, 36" x 36"	Each - Price per Complete Sign	TYPE IV		\$46.65	
			TYPE VIII		\$59.67	
			TYPE IX		\$59.67	
			TYPE XI		\$61.31	
			Fluorescent Y-G		\$61.31	
S16	ROW sign, white background with black letters, no border 6" X 12"	Each - Price per Complete Sign	TYPE II		\$4.72	
			TYPE III		\$5.06	
ITEM NO	SIGNS DESCRIPTION	Unit	SHEET GRADE (ALDOT)	Unit Price per Sign		
				QUANTITIES 1-10	QUANTITIES 11-25	QUANTITIES 26+
S17	Weight limit signs (R12-5 with 6 truck silhouettes; design available on request) 24" X 48"	Each - Price per Complete Sign	TYPE IV	\$45.52	\$45.52	\$45.52
			TYPE VIII	\$57.20	\$57.20	\$57.20
			TYPE IX	\$57.20	\$57.20	\$57.20
S18	All regulatory signs (except R12-5 below), MUTCD Chapters 2B & 5B	Price per Square Foot	TYPE IV	\$5.69	\$5.69	\$5.69
			TYPE VIII	\$7.15	\$7.15	\$7.15
			TYPE IX	\$7.15	\$7.15	\$7.15
S19	All warning signs, MUTCD Chapters 2C & 5C (except W3-1, W3-2, W3-3) to also include all object markers	Price per Square Foot	TYPE IV	\$7.25	\$7.25	\$7.25
			TYPE VIII	\$8.71	\$8.71	\$8.71
			TYPE IX	\$8.71	\$8.71	\$8.71
			TYPE XI Fluorescent Y-G	\$8.88	\$8.88	\$8.88
S20	All construction warning signs, MUTCD Chapters 6F & 5G	Price per Square Foot	TYPE IV	\$5.69	\$5.69	\$5.69
			TYPE VIII	\$7.15	\$7.15	\$7.15
			TYPE IX	\$7.15	\$7.15	\$7.15
			TYPE XI Fluorescent	\$7.32	\$7.32	\$7.32
S21	All school signs, MUTCD Chapter 7B (except S1-1 listed above)	Price per Square Foot	TYPE IV	\$5.69	\$5.69	\$5.69
			TYPE VIII	\$7.15	\$7.15	\$7.15
			TYPE IX	\$7.15	\$7.15	\$7.15
			TYPE XI Fluorescent Y-G	\$7.32	\$7.32	\$7.32
S22	All grade crossing signs, MUTCD Chapter 8B (Except W10-1 listed above)	Price per Square Foot	TYPE IV	\$5.69	\$5.69	\$5.69
			TYPE VIII	\$7.15	\$7.15	\$7.15
			TYPE IX	\$7.15	\$7.15	\$7.15
S23	All Guide signs, MUTCD Chapters 2D & 5D	Price per Square Foot	TYPE IV	\$7.91	\$7.91	\$7.91
			TYPE VIII	\$8.96	\$8.96	\$8.96
			TYPE IX	\$8.96	\$8.96	\$8.96
			TYPE IV	\$5.69	\$5.69	\$5.69

# COMPETITIVE BID #WG22-42 - AWARD LISTING

## Provision of Finished Road Signs

Effective Dates: 06/21/2022 - 06/21/2023

BIDDER:			Vulcan, Inc.			
S24	Hazard Board, yellow and black, 48"x24"	Price per Square Foot	TYPE VIII	\$7.15	\$7.15	\$7.15
			TYPE IX	\$7.15	\$7.15	\$7.15
S25	Flat Blade Street Name Signs with green or blue sheeting <u>ON BOTH SIDES</u> , street name, white 8" uppercase w/ 6" lowercase letters on <u>BOTH</u> sides, 0.100" thick, 12" wide, various lengths to be specified at time of order.	Price per Square Foot per Sign	TYPE IV	\$15.48	\$15.48	\$15.48
			TYPE VIII	\$18.07	\$18.07	\$18.07
			TYPE IX	\$18.07	\$18.07	\$18.07
S26	Flat Blade Street Name Signs with green or blue sheeting on BOTH sides, street name, white 12" uppercase w/ 9" lowercase letters <u>ON BOTH SIDES</u> , 0.100" thick, 18" wide, various lengths to be specified at time of order.	Price per Square Foot per Sign	TYPE IV	\$15.48	\$15.48	\$15.48
			TYPE VIII	\$18.07	\$18.07	\$18.07
			TYPE IX	\$18.07	\$18.07	\$18.07
S27	Flat Blade Overhead Street Name Signs with green or blue sheeting <u>ON BOTH SIDES</u> , no message, 0.100" thick, 12" wide, various lengths to be specified at time of order	Price per Square Foot per Sign	TYPE IV	\$11.03	\$11.03	\$11.03
			TYPE VIII	\$18.07	\$18.07	\$18.07
			TYPE IX	\$18.07	\$18.07	\$18.07
S28	Flat Blade Street Name Signs with green or blue sheeting <u>ON BOTH SIDES</u> , no message, 0.100" thick, 12" wide, various lengths to be specified at time of order	Price per Square Foot per Sign	TYPE IV	\$11.03	\$11.03	\$11.03
			TYPE VIII	\$18.07	\$18.07	\$18.07
			TYPE IX	\$18.07	\$18.07	\$18.07
S29	Extruded Blade Street name signs with green or blue sheeting <u>ON BOTH SIDES</u> , street name, white 6" uppercase w/ 4.5" lowercase letters <u>ON BOTH SIDES</u> , 0.100" thick, 9" wide, various lengths to be specified at time of order.	Price per Square Foot	TYPE IV	\$23.53	\$23.53	\$23.53
			TYPE VIII	\$26.47	\$26.47	\$26.47
			TYPE IX	\$26.47	\$26.47	\$26.47
S30	Extruded Blade Street name signs with green or blue sheeting <u>ON BOTH SIDES</u> , no message, 0.080" thick, 9" wide, various lengths to be specified at time of order.	Price per Square Foot	TYPE IV	\$18.50	\$18.50	\$18.50
			TYPE VIII	\$26.47	\$26.47	\$26.47
			TYPE IX	\$26.47	\$26.47	\$26.47
S31	Extruded Blade Street name signs with green or blue sheeting <u>ON BOTH SIDES</u> , no message, 0.080" thick, 6" wide, various lengths to be specified at time of order.	Price per Square Foot	TYPE IV	\$13.03	\$13.03	\$13.03
			TYPE VIII	\$18.33	\$18.33	\$18.33
			TYPE IX	\$18.33	\$18.33	\$18.33
S32	Extruded Blade Street name signs with green or blue sheeting <u>ON BOTH SIDES</u> , street name, white 4" uppercase w/ 3" lowercase letters <u>ON BOTH SIDES</u> , 0.080" thick, 6" wide, various lengths to be specified at time of order.	Price per Square Foot	TYPE IV	\$16.37	\$16.37	\$16.37
			TYPE VIII	\$18.33	\$18.33	\$18.33
			TYPE IX	\$18.33	\$18.33	\$18.33
S33	Street name sign with green or blue sheeting <u>ON BOTH SIDES</u> , no message, 0.100" thick, 9" wide, various lengths to be specified at time of order	Price per Square Foot	TYPE IV	\$11.03	\$11.03	\$11.03
			TYPE VIII	\$18.07	\$18.07	\$18.07
			TYPE IX	\$18.07	\$18.07	\$18.07
S34	Street name signs with green or blue sheeting <u>ON BOTH SIDES</u> , street name, white 6" uppercase w/ 4.5" lowercase letters <u>ON BOTH SIDES</u> , 0.100" thick, 9" wide, various lengths to be specified at time of order.	Price per Square Foot	TYPE IV	\$15.48	\$15.48	\$15.48
			TYPE VIII	\$18.07	\$18.07	\$18.07
			TYPE IX	\$18.07	\$18.07	\$18.07
	Street name signs with green or blue		TYPE IV	\$9.72	\$9.72	\$9.72



**COMPETITIVE BID #WG22-42 - AWARD LISTING**
**Provision of Finished Road Signs**
**Effective Dates: 06/21/2022 - 06/21/2023**

BIDDER:				Vulcan, Inc.		
S35	sheeting <b>ON BOTH SIDES</b> , no message, 0.080" thick, 6" wide, various lengths to be specified at time of order.	Price per Square Foot	TYPE VIII	\$16.80	\$16.80	\$16.80
			TYPE IX	\$16.80	\$16.80	\$16.80
S36	Street name signs with green or blue sheeting <b>ON BOTH SIDES</b> , street name, white 4" uppercase w/ 3" lowercase letters <b>ON BOTH SIDES</b> , 0.080" thick, 6" wide, various lengths to be specified at time of order.	Price per Square Foot	TYPE IV	\$13.42	\$13.42	\$13.42
			TYPE VIII	\$16.80	\$16.80	\$16.80
			TYPE IX	\$16.80	\$16.80	\$16.80
ITEM NO	SIGN POST		UNIT	PRICE EACH POST		
				(50 POSTS)	(orders of 100, 150, OR 200 POSTS)	( 250, 250+ increments of 50)
S37	Sign Post - Galvanized - 2.0 lb./Ft. - 8 FT. "U" Channel		Each	\$22.56	\$22.56	\$22.56
S38	Sign Post - Galvanized - 2.0 lb./Ft. - 10 FT. "U" Channel		Each	\$28.20	\$28.20	\$28.20
S39	Sign Post - Galvanizedd - 2.0 lb./Ft. - 12 FT. "U" Channel		Each	\$33.84	\$33.84	\$33.84
S40	Sign Post - Galvanizedd - 2.0 lb./Ft. - 14 FT. "U" Channel		Each	\$39.48	\$39.48	\$39.48
S41	Sign Post - Galvanized - 3.0 lb./FT - 10 FT "U" Channel		Each	\$41.30	\$41.30	\$41.30
S42	Sign Post - Galvanized - 3.0 lb./FT - 12 FT "U" Channel		Each	\$49.56	\$49.56	\$49.56
S43	Sign Post - Galvanized - 3.0 lb./FT - 14 FT "U" Channel		Each	\$57.82	\$57.82	\$57.82
S44	Sign Post - Galvanized - 2" x 2" - 10 FT, Square Tube		Each	\$43.10	\$43.10	\$43.10
S45	Sign Post - Galvanized - 2" x 2" - 12 FT, Square Tube		Each	\$51.72	\$51.72	\$51.72
S46	Sign Post - Galvanized - 2" x 2" - 14 FT, Square Tube		Each	\$60.34	\$60.34	\$60.34
S47	Sign Post - Galvanized - 2 1/4 x 2 1/4 - 10 FT, Square Tube		Each	\$63.80	\$63.80	\$63.80
S48	Sign Post - Galvanized - 2 1/4 x 2 1/4 - 12 FT, Square Tube		Each	\$76.56	\$76.56	\$76.56
S49	Sign Post - Galvanized - 2 1/4 x 2 1/4 - 14 FT, Square Tube		Each	\$89.32	\$89.32	\$89.32
S50	Sign Post - Galvanized - 2 1/2 x 2 1/2 - 10 FT, Square Tube		Each	\$69.10	\$69.10	\$69.10
S51	Sign Post - Galvanized - 2 1/2 x 2 1/2 - 12 FT, Square Tube		Each	\$82.92	\$82.92	\$82.92
S52	Sign Post - Galvanized - 2 1/2 x 2 1/2 - 14 FT, Square Tube		Each	\$96.74	\$96.74	\$96.74
S53	Delineator Green Painted Post - 1.12 lb./Ft. - 6Ft.		Each	\$8.93	\$8.93	\$8.93
S54	Delineator Galvanized Post - 1.12 lb./Ft. - 6 Ft.		Each	\$10.56	\$10.56	\$10.56
ITEM NO	STREET NAME MOUNTING BRACKETS		UNIT	PRICE EACH BRACKET (50 each order)	PRICE EACH BRACKET (100 each order)	
S55	For extruded blade 5 1/2" blade holder used for U-Channel Post, supplied with set screws		Each	\$5.95	\$5.95	
S56	For extruded blade 5 1/2" blade holder used for round Post, supplied with set screws		Each	\$6.10	\$6.10	
S57	For extruded blade 5 1/2" blade holder with 90 degree cross used for any cap, supplied with set screws		Each	\$6.50	\$6.50	
S58	For Flat or Extruded Blades 12" U-channel Cap with adjustable blade holder, supplied with set screws		Each	\$25.50	\$25.50	
S59	For Flat or Extruded Blades 12" Cross with adjustable blade holder, supplied with set screws		Each	\$28.50	\$28.50	

**COMPETITIVE BID #WG22-42 - AWARD LISTING****Provision of Finished Road Signs****Effective Dates: 06/21/2022 - 06/21/2023**

BIDDER:			Vulcan, Inc.	
S60	5/16" x 3/4" Vandal Proff button head bolt with 5/32" pinned allen head socket	Each	\$0.45	\$0.45



**COMPETITIVE BID #WG22-42 - AWARD LISTING**
**Provision of Finished Road Signs**
**Effective Dates: 06/21/2022 - 06/21/2023**

BIDDER:				Vulcan, Inc.		
ITEM NO	Hand-Signaling Devices	Unit	Unit Price per Sign			
			QUANTITIES 1-10	QUANTITIES 11-25	QUANTITIES 26+	
S61	Stop/Slow Paddle, Octagonal Shape, on a 72" rigid handle 18" wide with letters 6" high, The STOP (R1-1) face shall have white letters and a white border on a red background. The SLOW (W20-8) face shall have black letters and a black border on an orange background, Retroreflectorized	Each	\$39.55	\$39.55		
S62	Stop/Slow Paddle, Octagonal Shape, on a 72" rigid handle 24" wide with letters 8" high, The STOP (R1-1) face shall have white letters and a white border on a red background. The SLOW (W20-8) face shall have black letters and a black border on an orange background, Retroreflectorized	Each	\$59.21	\$59.21		
ITEM NO	CHEVRON SIGN MOUNTING BRACKETS	UNIT	Unit Price per Bracket			
			QUANTITIES 1-25	QUANTITIES 26-50	QUANTITIES 51+	
S63	Chevron adjustable aluminum bracket with hardware (For 18"x24" and 24"x30" chevron signs), connects to U-channel post	Each	41.50	41.50	41.50	
ITEM NO	ROLL GOODS	UNIT	SHEET GRADE (ALDOT)	PRICE PER ROLL		
S64	Sheeting, 6"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II	\$78.75		
			TYPE III	\$105.00		
			TYPE IV	\$105.00		
S65	Sheeting, 9"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II	\$118.13		
			TYPE III	\$157.50		
			TYPE IV	\$157.50		
S66	Sheeting, 12"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II	\$157.50		
			TYPE III	\$210.00		
			TYPE IV	\$210.00		
S67	Sheeting, 18"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II	\$472.50		
			TYPE III	\$630.00		
			TYPE IV	\$630.00		
S68	Sheeting, 24"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II	\$315.00		
			TYPE III	\$420.00		
			TYPE IV	\$420.00		
S69	Sheeting, 30"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II	\$393.75		
			TYPE III	\$525.00		
			TYPE IV	\$525.00		
S70	Sheeting, 36"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II	\$472.50		
			TYPE III	\$630.00		
			TYPE IV	\$630.00		
	Sheeting, 48"x50 yard roll on 3"		TYPE II	\$630.00		

# COMPETITIVE BID #WG22-42 - AWARD LISTING

## Provision of Finished Road Signs

Effective Dates: 06/21/2022 - 06/21/2023

BIDDER:				Vulcan, Inc.		
S71	Sheeting, roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE III	\$840.00		
			TYPE IV	\$840.00		
S72	Sheeting, roll on 3" diameter core, pressure sensitive, Fluorescent Yellow-Green	PER ROLL	24" x 50 Yard	\$735.00		
			30" x 50 Yard	\$918.75		
			36" x 50 Yard	\$1,102.50		
			48" x 50 Yard	\$1,470.00		
S73	Sheeting, roll on 3" diameter core, pressure sensitive, Fluorescent Yellow	PER ROLL	24" x 50 Yard	\$735.00		
			30" x 50 Yard	\$918.75		
			36" x 50 Yard	\$1,102.50		
			48" x 50 Yard	\$1,470.00		
S74	Sheeting, roll on 3" diameter core, pressure sensitive, Fluorescent Orange	PER ROLL	24" x 50 Yard	\$735.00		
			30" x 50 Yard	\$918.75		
			36" x 50 Yard	\$1,102.50		
			48" x 50 Yard	\$1,470.00		
S75	Low Tack Application Tape 6"x100 yard roll	PER ROLL	N/A	\$82.50		
ITEM NO	Sign Blanks		UNIT	Unit Price per Sq. Ft.		
				QUANTITIES	QUANTITIES	QUANTITIES
				1-25 Blanks	26-50 Blanks	51+ Blanks
S76	Aluminum Diamond/Square, 0.080 Ga.		Sq. Ft.	\$3.81	\$3.81	\$3.81
S77	Aluminum Rectangular, 0.080 Gage		Sq. Ft.	\$3.81	\$3.81	\$3.81
S78	Aluminum Circle, 0.080 Gage		Sq. Ft.	\$3.81	\$3.81	\$3.81
S79	Aluminum Octagon, 0.080 Gage		Sq. Ft.	\$3.81	\$3.81	\$3.81
S80	Sign (M1-6) Blanks; MUTCD Chapter 2D; 0.080 gage		Sq. Ft.	\$3.81	\$3.81	\$3.81
ITEM NO	SIGN FACE DESCRIPTION	UNIT	SHEET GRADE (ALDOT)	Unit Price per Face		
				QUANTITIES 1-10	QUANTITIES 11-25	QUANTITIES 26+
S81	Stop Sign Face, R1-1, 30" x 30"	Each - Price per Face	TYPE IV	\$10.50	\$10.50	\$10.50
			TYPE VIII	\$20.00	\$20.00	\$20.00
			TYPE IX	\$20.00	\$20.00	\$20.00
			TYPE XI	\$21.25	\$21.25	\$21.25
S82	Stop Sign Face, R1-1, 36" x 36"	Each - Price per Face	TYPE IV	\$15.12	\$15.12	\$15.12
			TYPE VIII	\$28.80	\$28.80	\$28.80
			TYPE IX	\$28.80	\$28.80	\$28.80
			TYPE XI	\$30.60	\$30.60	\$30.60
S83	Stop Sign Face, R1-1, 48" x 48"	Each - Price per Face	TYPE IV	\$26.88	\$26.88	\$26.88
			TYPE VIII	\$51.20	\$51.20	\$51.20
			TYPE IX	\$51.20	\$51.20	\$51.20
			TYPE XI	\$54.40	\$54.40	\$54.40
S84	Advance Traffic Control Sign Face, W3-1, W3-2, W3-3, 30" x 30"	Each - Price per Face	TYPE IV	\$11.69	\$11.69	\$11.69
			TYPE VIII	\$21.19	\$21.19	\$21.19
			TYPE IX	\$21.19	\$21.19	\$21.19
			TYPE XI	\$22.31	\$22.31	\$22.31
S85	Advance Traffic Control Sign Face, W3-1, W3-2, W3-3, 30" x 30"	Each - Price per Face	TYPE IV	\$16.83	\$16.83	\$16.83
			TYPE VIII	\$21.19	\$21.19	\$21.19



**COMPETITIVE BID #WG22-42 - AWARD LISTING****Provision of Finished Road Signs****Effective Dates: 06/21/2022 - 06/21/2023**

BIDDER:				Vulcan, Inc.		
000	1, W3-2, W3-3, 36" x 36"	Face	TYPE IX	\$21.19	\$21.19	\$21.19
			TYPE XI	\$22.31	\$22.31	\$22.31

# COMPETITIVE BID #WG22-42 - AWARD LISTING

## Provision of Finished Road Signs

Effective Dates: 06/21/2022 - 06/21/2023

BIDDER:				Vulcan, Inc.		
S86	Advance Traffic Control Sign Face, W3-1, W3-2, W3-3, 48" x 48"	Each - Price per Face	TYPE IV	\$29.92	\$29.92	\$29.92
			TYPE VIII	\$54.24	\$54.24	\$54.24
			TYPE IX	\$54.24	\$54.24	\$54.24
			TYPE XI	\$57.12	\$57.12	\$57.12
S87	Yield Sign Face, R1-2, 30"x30"x30"	Each - Price per Face	TYPE IV	\$5.34	\$5.34	\$5.34
			TYPE VIII	\$10.18	\$10.18	\$10.18
			TYPE IX	\$10.18	\$10.18	\$10.18
			TYPE XI	\$10.81	\$10.81	\$10.81
S88	Yield Sign Face, R1-2, 36"x36" x36"	Each - Price per Face	TYPE IV	\$7.39	\$7.39	\$7.39
			TYPE VIII	\$14.08	\$14.08	\$14.08
			TYPE IX	\$14.08	\$14.08	\$14.08
			TYPE XI	\$14.96	\$14.96	\$14.96
S89	Yield Sign Face, R1-2, 48"x48"x48"	Each - Price per Face	TYPE IV	\$14.11	\$14.11	\$14.11
			TYPE VIII	\$26.88	\$26.88	\$26.88
			TYPE IX	\$26.88	\$26.88	\$26.88
			TYPE XI	\$28.56	\$28.56	\$28.56
S90	Highway-Rail Grade Crossing Sign Face W10-1, 36" Dia	Each - Price per Face	TYPE IV	\$15.12	\$15.12	\$15.12
			TYPE VIII	\$28.80	\$28.80	\$28.80
			TYPE IX	\$28.80	\$28.80	\$28.80
			TYPE XI	\$30.60	\$30.60	\$30.60
S91	Highway-Rail Grade Crossing Sign Face W10-1, 30" Dia	Each - Price per Face	TYPE IV	\$10.50	\$10.50	\$10.50
			TYPE VIII	\$20.00	\$20.00	\$20.00
			TYPE IX	\$20.00	\$20.00	\$20.00
			TYPE XI	\$21.25	\$21.25	\$21.25
S92	School Advanced Warning Sign Face S1-1, 30" x 30"	Each - Price per Face	TYPE IV	\$10.50	\$10.50	\$10.50
			TYPE VIII	\$20.00	\$20.00	\$20.00
			TYPE IX	\$20.00	\$20.00	\$20.00
			TYPE XI	\$21.25	\$21.25	\$21.25
			Fluorescent Y-G	\$21.25	\$21.25	\$21.25
S93	School Advanced Warning Sign Face S1-1, 36" x 36"	Each - Price per Face	TYPE IV	\$15.12	\$15.12	\$15.12
			TYPE VIII	\$28.80	\$28.80	\$28.80
			TYPE IX	\$28.80	\$28.80	\$28.80
			TYPE XI	\$30.60	\$30.60	\$30.60
			Fluorescent Y-G	\$30.60	\$30.60	\$30.60
ITEM NO	SIGN FACES ONLY - DESCRIPTION	UNIT	SHEET GRADE (ALDOT)	Unit Price per Sign Face Sq. Ft.		
				QUANTITIES 1- 10	QUANTITIES 11-25	QUANTITIES 26+
S94	All regulatory sign faces , MUTCD Chapters 2B & 5B	Price per Face Square Foot	TYPE IV	\$1.68	\$1.68	\$1.68
			TYPE VIII	\$3.20	\$3.20	\$3.20
			TYPE IX	\$3.20	\$3.20	\$3.20
S95	All warning signs, MUTCD Chapters 2C & 5C	Price per Face Square Foot	TYPE IV	\$1.68	\$1.68	\$1.68
			TYPE VIII	\$3.20	\$3.20	\$3.20
			TYPE IX	\$3.20	\$3.20	\$3.20
S96	All construction warning signs, MUTCD Chapters 6F & 5G	Price per Face Square Foot	TYPE IV	\$1.68	\$1.68	\$1.68
			TYPE VIII	\$3.20	\$3.20	\$3.20
			TYPE IX	\$3.20	\$3.20	\$3.20
			Fluorescent	\$3.40	\$3.40	\$3.40



# COMPETITIVE BID #WG22-42 - AWARD LISTING

## Provision of Finished Road Signs

Effective Dates: 06/21/2022 - 06/21/2023

BIDDER:				Vulcan, Inc.		
S97	All school signs, MUTCD Chapter 7B (except S1-1 listed above)	Price per Face Square Foot	TYPE IV	\$1.68	\$1.68	\$1.68
			TYPE VIII	\$3.20	\$3.20	\$3.20
			TYPE IX	\$3.20	\$3.20	\$3.20
			Fluorescent Y-G	\$3.40	\$3.40	\$3.40
S98	All grade crossing signs, MUTCD Chapter 8B (Except W10-1 listed above)	Price per Face Square Foot	TYPE IV	\$1.68	\$1.68	\$1.68
			TYPE VIII	\$3.20	\$3.20	\$3.20
			TYPE IX	\$3.20	\$3.20	\$3.20
S99	All Guide signs, MUTCD Chapters 2D & 5D	Price per Face Square Foot	TYPE IV	\$3.53	\$3.53	\$3.53
			TYPE VIII	\$4.56	\$4.56	\$4.56
			TYPE IX	\$4.56	\$4.56	\$4.56
S100	County Route Sign (M1-6) Face with County Name and Border; MUTCD Chapter 2D	Price per Square Foot per Sign	TYPE IV	\$7.91	\$7.91	\$7.91
			TYPE VIII	\$8.96	\$8.96	\$8.96
			TYPE IX	\$8.96	\$8.96	\$8.96
S101	County Route Sign (M1-6) Face with County Name, Road Number and Border; MUTCD Chapter 2D (Route signs with different numbers are not included in total for quantity pricing)	Price per Square Foot per Sign	TYPE IV	\$7.91	\$7.91	\$7.91
			TYPE VIII	\$8.96	\$8.96	\$8.96
			TYPE IX	\$8.96	\$8.96	\$8.96
S102	Hazard Board, yellow and black, 48"x24"	Price per Face Square Foot	TYPE IV	\$7.91	\$7.91	\$7.91
			TYPE VIII	\$8.96	\$8.96	\$8.96
			TYPE IX	\$8.96	\$8.96	\$8.96
ITEM NO	Pressure Sensitive Cut Upper/Lower Letters and Numbers	UNIT	SHEET GRADE (ALDOT)	Price per Packet of 25 of same Letter/No.		
				Series B	Series D	Series E(M)
S103	<u>2 Inch</u> Cut Letters and Numbers	Pack of 25	Black	\$9.55	\$10.55	No Bid
S104	<u>3 Inch</u> Cut Letters and Numbers	Pack of 25	Black	\$11.50	\$12.50	No Bid
S105	<u>5 Inch</u> Cut Letters and Numbers	Pack of 25	Black	\$16.50	\$16.50	\$19.50
S106	<u>8 Inch</u> Cut Letters and Numbers	Pack of 25	Black	\$25.50	\$27.50	\$29.50
S107	<u>2 inch White Reflective</u> Cut Letters and Numbers	Pack of 25	TYPE II	\$9.50	\$14.80	No Bid
			TYPE III	\$9.50	\$14.80	No Bid
			TYPE IV	\$9.50	\$14.80	No Bid
S108	<u>3 Inch White Reflective</u> Cut Letters and Numbers	Pack of 25	TYPE II	\$11.50	\$16.50	No Bid
			TYPE III	\$12.50	\$16.50	No Bid
			TYPE IV	\$12.50	\$16.50	No Bid
S109	<u>4.5 Inch White Reflective</u> Cut Letters and Numbers	Pack of 25	TYPE II	\$14.50	\$14.50	No Bid
			TYPE III	\$14.50	\$14.50	No Bid
			TYPE IV	\$14.50	\$14.50	No Bid
S110	<u>5 Inch White Reflective</u> Cut Letters and Numbers	Pack of 25	TYPE II	\$18.50	\$18.50	\$22.50
			TYPE III	\$19.50	\$22.50	\$24.50
			TYPE IV	\$19.50	\$22.50	\$24.50
S111	<u>6 Inch White Reflective</u> Cut Letters and Numbers	Pack of 25	TYPE II	\$22.50	\$23.45	\$25.50
			TYPE III	\$22.50	\$23.50	\$27.50
			TYPE IV	\$22.50	\$23.50	\$27.50
S112	<u>8 Inch White Reflective</u> Cut Letters and Numbers	Pack of 25	TYPE II	\$29.50	\$29.50	\$32.50
			TYPE III	\$29.50	\$29.50	\$32.50
			TYPE IV	\$29.50	\$29.50	\$32.50

# COMPETITIVE BID #WG22-42 - AWARD LISTING

## Provision of Finished Road Signs

Effective Dates: 06/21/2022 - 06/21/2023

BIDDER:				Vulcan, Inc.		
ITEM NO	TYPE III BARRICADES ASSEMBLY	UNIT	TYPE III PANEL TYPE	Unit Price Per Barricade Assembly		
				QUANTITIES 1-10	QUANTITIES 11-25	QUANTITIES 26+
S113	Type III Barricades, PSST, Complete Assembly*, MUTCD Chapter 6F, 6" stripe w/ Left or Right Slant, <b>PANELS 8 Inches wide x 8 Feet Long</b>	8" - Price per each Complete Barricade Assembly	Plastic	\$397.16	\$397.16	\$397.16
			3/4" ACX Plywood	No Bid	No Bid	No Bid
			Aluminum	No Bid	No Bid	No Bid
S114	Type III Barricades, PSST, Complete Assembly*, MUTCD Chapter 6F, 6" stripe w/ Left or Right Slant, <b>PANELS 10 Inches wide x 8 Feet Long</b>	10" - Price per each Complete Barricade Assembly	Plastic	\$448.28	\$448.28	\$448.28
			3/4" ACX Plywood	No Bid	No Bid	No Bid
			Aluminum	No Bid	No Bid	No Bid
* PSST (perforated square steel tube) barricade assembly that meets or exceeds the following specs and FHWA criteria:						
1) Plastic Panel: Hollow extruded rigid polyolefin or HD polyethylene. Frangible plastics such as PVC may not be used.						
2) 2ea. Horizontal legs: 1.75" PSST, 60" long with stub tube / 2 ea. Vertical supports: 1.5" PSST, 62" tall						
3) Frame: Telespar (or equiv) PSST, galvanized, 14 gage, hot rolled high carbon steel						
4) Panel Bolts: 3/8" STD strength steel bolts with nuts and lock washers. 1" o.d. washers with wood or plastic panels						
5) Type III Barricades Panels shall be Type IV sheeting with alternating Orange and White Stripes						
ITEM NO	BARREL WRAP	UNIT	Unit price per 72" x 36" sections			
			QUANTITIES 1-10	QUANTITIES 11-20	QUANTITIES 21-30	
S115	72" x 36" Sections with 6" Alternating HIP black/yellow stripes on <b>040 Gauge Metal</b>	Price Per Each Section w/ metal	\$99.26	\$99.26	\$99.26	
NOTE: Quantity pricing, if applicable, will only apply to individual orders of identical signs, blanks, faces, posts, etc						
Bid Notes: All Roll Goods are subject minimum quantities at time of order.						





# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1035, **Version:** 1

**Item #:** BE4

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/21/2022

**Item Status:** New

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

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

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### **ITEM TITLE**

Competitive Bid #WG22-45 - Provision of Painting and Drywall Services for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Take the following actions:

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

### **BACKGROUND INFORMATION**

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

**Background:** This is an annual bid. Staff recommends 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:** 6/21/2022

**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 #WG22-45 SPECIFICATIONS**

All workmen and equipment shall be furnished by the Contractor.

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

### **BID RESPONSE FORM**

Each supplier should use the Response Form provided for their bid. Exceptions to the bid specifications are to be attached to the back of the Response Form. The Bid Guarantee should be attached to the front of the Response Form.

### **AWARD**

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

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. 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.

### **PROOF OF INSURANCE MUST BE INCLUDED WITH BID RESPONSE.**

Prices bid shall be firm for **one (1) calendar year**. Calendar year will begin on the date of full execution of the Contract.

Purchase Orders will be issued for the services.

### **BIDDER 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.

Bidder(s) must have a Contractor's License issued by the Alabama State Licensing Board for General Contractors under the provision of Title 34, Chapter 8, Code of Alabama. Bidder(s) shall submit a copy of license.

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

### **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.

### **TRAFFIC CONTROL, SAFETY ITEMS**

Contractor shall erect all warning signs, and provide the appropriate personnel, if required, and all other items required to safely handle traffic through work area. Traffic Control Devices shall be provided by the Contractor. Traffic Control Devices provided must comply with MUTCD.

### **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; \$5,000.00 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**

The Contractor shall at all times indemnify and save harmless the County and its Departments, their officers and employees, against all liability, claim of liability, loss, cost or damage, including without limitation death, and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever in the construction work involved in the contract, and will at his expense defend on behalf of the County and its departments, their officers and employees, either or all, any suit brought against them or any of the, arising from any such cause.

The obligations of the Contractor under this Paragraph shall not extend to the liability of the departments, its agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give direction or instruction by the county's departments, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

#### **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.

#### **CANCELLATION CLAUSE**

Baldwin County reserves the right to terminate the contract prior to the end of the period indicated upon thirty (30) day's written notice, for failure to meet required specifications. In the event of termination, **only** work performed prior to the effective date of termination **that meets specifications and that has been received in full** shall be paid by Baldwin County.

## **SCOPE OF SERVICES FOR THE PROVISION OF PAINTING AND DRYWALL SERVICES**

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

**Bid Prices shall be an all-inclusive hourly rate for a 2-person crew that includes but is not limited to mobilization, labor, equipment, and all other incidental expenses that are required to complete the tasks.**

**In the event that a project involves surfaces that are higher than ground level and a man-lift is required, the man-lift shall be provided by Baldwin County for the vendor's use.**

### **ITEM 1 – PAINTING SERVICES**

The services encompassed in this bid under Item 1 – Painting Services, are to be utilized by Baldwin County on an as-needed basis. The scope of said services are as follows.

#### **General**

The services sought are the performance of interior and exterior painting of Baldwin County buildings (varying types of paint and surfaces) to include priming and/or one or more coats of paint, to be determined on a per project basis and in accordance with manufacturer's instructions.

#### **Materials Will be Provided by Baldwin County**

All paints and primers will be selected and provided by Baldwin County on a per project basis. Any paint and primer that remains after the completion of a project shall be retained by the County.

All other items that are required to complete a project, including but not limited to paint brushes, rollers, sprayers, tools, drop cloths, and tape shall be provided by the Contractor and shall be encompassed in the all-inclusive hourly labor rate bid. The Contractor shall be responsible for ensuring that the paint any other materials utilized for a project are mixed and/or prepared, stored, and used in accordance with the manufacturer's instructions.

#### **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 precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- 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.
- Keep work areas or sites free from the accumulation of excess debris at all times.



### **Scheduling and Duration**

Scheduling will be agreed upon by Baldwin County and the Contractor on a per project basis. Generally, all work is to be performed during regular business hours: 8:00 AM – 4:30 PM CST Monday – Friday, with the exception of Holidays.

Some projects may require more than one (1) working day to complete, whether due to the size of the project, the period of time that is required to elapse between primer and paint and/or between coats of paint in accordance with the manufacturer's instructions, or some combination of these factors. In the event that a project requires more than one (1) working day to complete, the Contractor should make every effort to ensure that the project reaches completion as quickly as possible, but should not in any event exceed the number of days stated in the quote provided for the applicable project.

### **Work Area Preparations**

The Contractor shall be responsible for ensuring that the area to be primed and/or painted is free of debris and is without defect prior to the commencement of priming and/or painting. If defect(s) are identified, the Contractor should report the unsuitable conditions to Baldwin County prior to the commencement of priming and/or painting. Beginning the work without reporting Contractor identified defects or otherwise unsuitable conditions to Baldwin County constitutes acceptance of the conditions by the Contractor. Any subsequent removal, repair, or replacement of the work as a result shall be performed by the Contractor at no additional cost to Baldwin County.

The Contractor shall also be responsible for properly protecting all areas and items surrounding the work area via removal, covering, or any other mechanism that is acceptable to both the Contractor and Baldwin County, including but not limited to floors, trim, fixtures, electrical plates, furnishings, and hardware. Any items that are removed by the Contractor shall be safely stored and re-installed upon completion of the priming and/or painting of the area. All drop cloths, plastic, tape and other mechanisms used to protect surrounding areas and items are also to be removed upon project completion.

### **Application**

Primer and/or paint shall be applied in accordance with the manufacturer's instructions. In any case, primer and/or paint shall be applied evenly, smoothly, and free from sags, runs, crawls or any other defect.

The method of paint application (e.g. roller, brush, spray) and the number of coats of primer and/or paint desired by Baldwin County will be specified on a per project basis.

### **Clean Up**

When departing a work area or site, whether upon completion of a project or completion of a workday, the Contractor shall leave the work area or site in a safe and clean condition and shall remove all equipment and material owned by the Contractor. No equipment or material may be stored on Baldwin County property, other than the primer and paint that will be provided by the County. Storage for said items will be arranged upon commencement of a project. The

Contractor is solely responsible for the security of all of his or her equipment, material and the premises during the performance of a project.

Upon completion of a project, the Contractor shall re-install any hardware, fixtures, etc. that were removed during his or her work, and should remove any drop cloths, tape, and other mechanisms that were used to protect surrounding areas and items. The Contractor shall also thoroughly clean the work area or site of any paint splatter, dust, etc. that occurred as a result of the project. Baldwin County will schedule a final walkthrough and inspection with the Contractor to ensure that the agreed upon work has been adequately performed and that the clean-up requirements have been met.

## **ITEM 2 – DRYWALL SERVICES**

The drywall services solicited in this bid under Item 2 – Drywall Services, are to be utilized by Baldwin County on an as-needed basis. The scope of said services are as follows.

### **General**

The services sought include the performance of drywall installation, replacement, minor repair, the patching of holes, scaling, sanding, texturizing, and any other activities required to adequately prepare the target surface to be primed and/or painted, in both newly constructed buildings and existing buildings.

### **Materials Will be Provided by Baldwin County**

All drywall material will be provided by Baldwin County on a per project basis. Any drywall material that remains after the completion of a project shall be retained by the County.

All other items that are required to complete a project, including but not limited to tools, tape, joint compounds, and sandpaper shall be provided by the Contractor and shall be encompassed in the all-inclusive hourly labor rate bid. The Contractor shall be responsible for ensuring that all materials utilized for a project are prepared and used in accordance with the manufacturer's instructions.

### **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 OHSA (Occupational Safety and Health Act).
- Exercise precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- 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.
- Keep work areas or sites free from the accumulation of excess debris at all times.



### **Scheduling and Duration**

Scheduling will be agreed upon by Baldwin County and the Contractor on a per project basis. Generally, all work is to be performed during regular business hours: 8:00 AM – 4:30 PM CST Monday – Friday, with the exception of Holidays.

In the event that a project requires more than one (1) working day to complete, the Contractor should make every effort to ensure that the project reaches completion as quickly as possible, but should not in any event exceed the number of days stated in the quote provided for the applicable project.

### **Work Area Preparations**

The Contractor shall be responsible for properly protecting all areas and items surrounding the area where drywall installation, replacement, repair and/or finishing services are to occur via removal, covering, or any other mechanism that is acceptable to both the Contractor and Baldwin County, including but not limited to floors, trim, fixtures, electrical plates, furnishings, and hardware. Any items that are removed by the Contractor shall be safely stored and re-installed upon completion of the priming and/or painting of the area. All drop cloths, plastic, tape and other mechanisms used to protect surrounding areas and items are also to be removed upon project completion.

### **Clean Up**

When departing a work area or site, whether upon completion of a project or completion of a workday, the Contractor shall leave the work area or site in a safe and clean condition and shall remove all equipment and material. No equipment or material may be stored on Baldwin County property. The Contractor is solely responsible for the security of all equipment, material and the premises during the performance of a project.

Upon completion of a project, the Contractor shall re-install any hardware, fixtures, etc. that were removed during his or her work, and should remove any drop cloths, tape, and other mechanisms that were used to protect surrounding areas and items. The Contractor shall also thoroughly clean the work area or site of any mud splatter, dust, etc. that occurred as a result of the project. Baldwin County will schedule a final walkthrough and inspection with the Contractor to ensure that the agreed upon work has been adequately performed and that the clean-up requirements have been met.

**BID #WG22-45 RESPONSE FORM**

Provision of Painting and Drywall Services

Page 1 of 2

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

Out of State \_\_\_\_\_ or \_\_\_\_\_ If yes, \_\_\_\_\_  
Yes No Registration Number

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

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

\_\_\_\_\_

\_\_\_\_\_

Company Rep. \_\_\_\_\_  
(Rep. Name Typed or Printed)

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

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

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

Fax: \_\_\_\_\_

Financing through another agency beside yourself \_\_\_\_\_ or \_\_\_\_\_  
Yes No

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

\_\_\_\_\_  
Financing Agency Authorized Signature



**BID #WG22-45 RESPONSE FORM**

Provision of Painting and Drywall Services

Page 2 of 2

**Painting Services**

Bid Prices shall be an all-inclusive hourly rate that includes but is not limited to mobilization, labor, equipment, and all other incidental expenses that are required to complete the tasks.

**HOURLY LABOR RATE** \$ \_\_\_\_\_/Hour per 2-person crew

**Drywall Services**

Bid Prices shall be an all-inclusive hourly rate that includes but is not limited to mobilization, labor, equipment, and all other incidental expenses that are required to complete the tasks.

**HOURLY LABOR RATE** \$ \_\_\_\_\_/Hour per 2-person crew

State of Alabama        )

County of Baldwin     )

## **CONTRACT FOR PROFESSIONAL AND CONSTRUCTION SERVICES**

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

### **WITNESSETH:**

**Whereas,**

**Whereas,**

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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



PROVIDER:

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

**XVI. Services to be Rendered.** PROVIDER is retained by the COUNTY as a professionally qualified **contractor**. The general scope of work for the services shall include all the terms and Conditions of “**Competitive Bid #WG22-45**”, the same being expressly incorporated herein by reference, and without limitation will encompass:

**“All provisions and conditions and/or specifications listed/stated in Competitive Bid #WG22-45 named, Provision of Painting and Drywall Services for the Baldwin County Commission”.**

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

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

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

**XVII. General Responsibilities of the COUNTY.**

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

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

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

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

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

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

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

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

**XXII. Effective and Termination Dates.** This Contract shall be effective for twelve (12) months and commence immediately upon the same date as full execution, with an option to issue two (2) twelve (12) month contracts or extend the first contract until such time that a new contract can be bid and awarded. And additional contract or extensions will be at the same prices, terms and conditions. Any successive contract(s) must have the written approval of both the County and the Provider no later than thirty (30) days prior to the expiration of the original contract. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

**XXIII. Force Majeure.** The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason of an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any



costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

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

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

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

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

insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.

**XXVIII: 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 effectiveness 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. 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.





PROVIDER:

Insert Name

\_\_\_\_\_/

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

Its \_\_\_\_\_

State of Alabama)

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

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

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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





# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1042, **Version:** 1

**Item #:** BE5

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/21/2022

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director / Revenue Commissioner, Teddy Faust

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

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### **ITEM TITLE**

Competitive Bid #WG22-46 - Provision of Off-site Printing, Imaging and Mailing of Tax Notices for the Baldwin County Revenue 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 Off-site Printing, Imaging and Mailing of Tax Notices for the Baldwin County Revenue 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:** This is an annual bid. Staff recommends 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:** 6/21/2022

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

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

Mail Bid

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



### **BID #WG22-46 SPECIFICATIONS**

The Baldwin County Revenue Commission is soliciting bids for Off Site Printing, Imaging and Mailing of the annual Appraisal Notices, Property Tax Bills and Delinquent Tax Bills and Business Property Return Notices.

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.

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

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

### **BID RESPONSE FORM:**

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

### **INTENT TO AWARD TO ONE BIDDER**

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

**It is the intent of the Baldwin County Commission to award this contract for a twelve (12) calendar month period. However, the Baldwin County Commission may, at their option and in agreement with the Successful Bidder, renew the contract for up to two (2) additional years (2023 and 2024), in twelve (12) month increments. The Baldwin County Commission will, in writing, notify the Contractor thirty (30) days prior to expiration of the 2022 contract with its intent to extend the contract. The prices for 2022 shall also apply to the extension period(s).**

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

### **HOURS OF OPERATION**

The Baldwin County Revenue Commission's normal hours of operation are 8:00 a.m. to 4:30 p.m. Vendor must adhere to the hours of operation to accommodate effective and timely communications.

**Off Site Printing, Imaging and Mailing of Appraisal Notices, Property Tax Bills, Delinquent Tax Bills and Personal Property Return Notices, and digital copy/backup.**

### **SPECIFIC REQUIREMENTS**

#### **VENDOR BACKGROUND & PERSONNEL**

Will one primary contact be assigned to our account? If so, from which area of the organization?

How many employees does the Vendor have in key areas providing the service?

### **EXPERIENCE**

How long has Vendor firm offered the service being requested in this Bid?

At which locations does Vendor offer these services?

For each location, what were the average monthly volumes for your operation during the last twelve (12) months (items and number of customers)?

### **COMPETITIVE POSITION AND FUTURE COMMITMENT**

What differentiates your service from other providers?

How do you plan to keep this product or service current and competitive?

- A. What approach is Vendor taking in the development of new services?
- B. What new services or features does Vendor plan to offer, and within what time frame?

### **REFERENCES**

Provide names and phone numbers of three references that are currently using the service requested in this bid. Select a mix of long-standing and recent customers.

Provide any additional information that you believe to be relevant to this Bid and your Capabilities to provide the services requested, *e.g.*, product brochures, articles in trade journals.

### **CUSTOMER PROFILES**

How many customers does your service support?

What are the major industries represented in your customer base?

How many government agencies do you support?

What type of government agencies do you support?

Please list three major government agencies you are working with.

We will contact these agencies as reference. Please provide name, position, phone number and address of each reference.

Does vendor currently have any other contracts with the Baldwin County Commission or related County entities?



## ***PRINTING, INSERTING AND MAIL PROCESSING***

Describe Vendor's department processing workflow. Highlight your quality control checkpoints. Include a schematic or flow chart of the processing procedures.

What controls does Vendor have in place to ensure accuracy of the bill inserting process?

In the case of an automated system failure, what back-up (Disaster Recovery) arrangements are in place for processing?

Does Vendor use a third-party processor for any part of this service? If yes, explain which services, how long the relationship has been in place and what alternative support mechanisms are in place with the third party.

What file transfer protocols do you currently use to receive files from your clients? Are you able to receive multiple types of file transfer protocols?

What procedures do you have in place to verify transmission data?

Please include any sample statements that you currently produce.

## **IMPLEMENTATION**

Provide a detailed description of the implementation process, including testing, and a implementation schedule.

What is the average lead-time for implementation? What are the critical factors, which may impact that lead-time?

Describe support provided during implementation, including training, technical assistance, user manuals and on-site visits. Does the firm assign an implementation team?

## **QUALITY**

Does Vendor have a formal quality improvement program for this service? If yes, describe.

How do you ensure that the correct undamaged data production file was received?

What are your quality control check points within the printing and inserting operation?

Describe the quality procedures your operation uses to ensure that the print quality is consistent and that no smudging occurs.

Describe, in detail, the method in which damaged statements are recreated and re-entered into the job stream.

Describe how your operation has the ability to pull individual pieces based upon an account number or list of account numbers.

Describe all reports your system generates as pertaining to (but not limited by) number of bills printed, total billing amount, total inserts used in a billing cycle, etc.

## **MINIMUM REQUIREMENTS**

Preprinted forms to be laser variable imaged, folded, inserted and mailed from one (1) location.

Vendor will batch notices by mailing address. Full Service Intelligent Mail barcode system should be used to improve the delivery time of the mail, provide for the tracking of mail to automated centers, and provide the County free address correction services. The full-service Intelligent Mail provides for the lowest possible postage available to the County. The full-service Intelligent Mail includes the date that the piece of mail was received by the USPS in the barcode on the envelope.

Vendor to mail to Property Owner (mail together) by account number and provide 100% matching of forms.

Vendor to provide print and data proofs.

Vendor to mail within 3 days after receiving data file and meet mail dates below.

Vendor to sort addresses to lowest possible postage rate and provide postage report.

Baldwin County to pay postage within thirty (30) days after mailing.

Bid price(s) to include all setup charges including programming, preprinted forms, envelopes, services provided and to remain firm for one (1) year.

The print files that the County will provide are generated on an AS/400. The County can provide these in a native AS/400 format or can convert them to an ASC Text file. Vendor must be able to take the file provided by the County as is without requiring any format changes to be made to the current print files. The current print files are designed to be printed on custom forms, so they only have the variable data related to the statements. Vendor must then have the capability to read the file provided by the County, reformat the data, merge it with additional form type data (i.e. Logo, Headings, static notes, etc.), and generate the Laser forms described for each statement.

Transfer of source print file from the County must be accomplished via FTP. Either via placement on County FTP site such that vendor pulls file or via push from the County to the vendors FTP site.

### **Appraisal Notices - Approx. Mail Date April 1 - May 1**

White 8.5 x 11 28# laser sheets preprinted in reflex blue and red ink face only, variable imaged, folded, inserted into #10 window envelope with preprinted return address in reflex blue ink, presorted and delivered to post office. Ranging from 40,000 to 150,000.

### **Property Tax Bills - Approx. Mail Date October 1**

White 8.5 x 11 28# laser sheets with perforated return stub preprinted in reflex blue and red ink face only, variable imaged including bar coding for scanning, folded, inserted into #10 window



envelope with return envelope both with preprinted return address in reflex blue ink, presorted and delivered to post office. Approximately 150,000.

**Delinquent Tax Notices – Approx. Mail Date February**

White 8.5 x 11 laser sheets preprinted in red ink, folded, inserted into #10 window envelopes with preprinted return address in reflex blue ink, presorted and delivered to post office. Approximately 12,000.

**Tax Lien Notices – *Certified Mail Return Receipt Required* - Approx. Mail Date March**

White 8.5 x 11 28# laser sheets preprinted in black ink face only, variable imaged, folded, inserted into #10 window envelope with preprinted return address in reflex blue ink, presorted and delivered to post office. Approximately 500±

**Business Personal Property Return Notices – Approx. Mail Date October 1**

White 8.5 x 11 60# text white laser paper with variably imaged black on both sides of the page, duplexed, inserted into #10 window envelope with preprinted return address in reflex blue ink, presorted and delivered to post office. Approximately 22,000.

**Homestead/Disability Exemption Renewal Notices– Approx. Mail Date September 1<sup>st</sup>**

White 8.5 x 11 28# laser sheets with perforated return stub, inserted into #10 window envelope with return envelope both with preprinted return address in reflex blue ink, presorted and delivered to post office. Approximately 6,500.

**All mailings to be copied to electronic or digital storage and mailed to Revenue Commissioner.**

**BID#WG22-46 RESPONSE FORM**

Off Site Printing, Imaging & Mailing of Tax Notices

Page 1 of 2

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

Out of State \_\_\_\_\_ or \_\_\_\_\_ If yes, \_\_\_\_\_  
Yes No Registration Number

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

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

\_\_\_\_\_

Company Rep \_\_\_\_\_

\_\_\_\_\_  
(Rep. Name Typed or Printed)

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

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

Fax: \_\_\_\_\_

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

Financing through another agency beside yourself \_\_\_\_\_ or XX  
Yes No

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

\_\_\_\_\_  
Financing Agency Authorized Signature

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



**BID #WG22-46 RESPONSE FORM**

Off Site Printing, Imaging & Mailing of Tax Notices

Page 2 of 2

**1. Appraisal Notices - Approx. Mail Date May 1**

Approx. 40,000 to 150,000 @ \$ \_\_\_\_\_ / each

**2. Property Tax Bills - Approx. Mail Date October 1**

Approx. 150,000 @ \$ \_\_\_\_\_ / each

**3. Delinquent Tax Bills - Approx. Mail Date February**

Approx. 12,000 @ \$ \_\_\_\_\_ /each

**4. Tax Lien Notification - Approx. Mail Date February**

***Certified Mail Return Receipt Required***

Approx. 500 @ \$ \_\_\_\_\_ / each

**5. Homestead/Disability Exemption Renewal Notices - Approx. Mail Date September 1 - 15**

Approx. 6,500 @ \$ \_\_\_\_\_ /each

**6. Business Personal Property Return Notices - Approx. Mail Date September 1 - 15**

Approx. 22,000 @ \$ \_\_\_\_\_ /each

7. Portable hard drive back-up for mailings > 100,000; flash drive backup on smaller mailings.

**\*\*\*\* TOTAL FOR 341,000 \$ \_\_\_\_\_**



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1046, **Version:** 1

**Item #:** BE6

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/21/2022

**Item Status:** New

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

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

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### **ITEM TITLE**

Competitive Bid #WG22-47 - Provision of On-site Crushing of Concrete at Various Baldwin County Locations for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of On-site Crushing of Concrete at various Baldwin County Locations 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:** This is an annual bid. Staff recommends the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of On-site Crushing of Concrete at various Baldwin County Locations.

### **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:** 6/21/2022

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

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

Mail Bid

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



## **BID #WG22-47 SPECIFICATIONS**

All workmen and equipment shall be furnished by the Contractor.

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

## **BID RESPONSE FORM**

Each supplier should use the Response Form provided for their bid. Exceptions to the bid specifications are to be attached to the back of the Response Form. The Bid Guarantee should be attached to the front of the Response Form.

## **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. 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.

## **NO BID WILL BE ACCEPTED WITHOUT PROOF OF INSURANCE.**

It is the intent of the County to award to one vendor.

Purchase Orders will be issued for the services.

## **CONTRACT PERIOD**

It is the intent of the Baldwin County Commission to award this contract for a twelve (12) calendar month period. However, the Baldwin County Commission may, at their option and in agreement with the Successful Bidder, renew the contract for up to two (2) additional years (2023 and 2024), in twelve (12) month increments. The Baldwin County Commission will, in writing, notify the Contractor thirty (30) days prior to expiration of the 2022 contract with its intent to extend the contract. The prices for 2022 shall also apply to the extension period(s).

## **BIDDER 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 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.

## **TRAFFIC CONTROL, SAFETY ITEMS**

Contractor shall erect all warning signs, and provide the appropriate personnel, if required, and all other items required to safely handle traffic through work area. Traffic Control Devices shall be provided by the Contractor. Traffic Control Devices provided must comply with MUTCD.

## **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 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 \$500,000, 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 \$500,000.00 per occurrence bodily injury and property damage, \$1,000,000.00 aggregate.

### **HOLD HARMLESS PROVISION**

The Contractor shall at all times indemnify and save harmless the County and its Departments, their officers and employees, against all liability, claim of liability, loss, cost or damage, including without limitation death, and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever in the construction work involved in the contract, and will at his expense defend on behalf of the County and its departments, their officers and employees, either or all, any suit brought against them or any of the, arising from any such cause.

The obligations of the Contractor under this Paragraph shall not extend to the liability of the departments, its agents or employees arising out of (1) the preparation or approval of maps,

drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give direction or instruction by the county's departments, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

#### **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 OHSA (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.

#### **CANCELLATION CLAUSE**

Baldwin County reserves the right to terminate the contract prior to the end of the period indicated upon thirty (30) day's written notice, for failure to meet required specifications. In the event of termination, **only** work performed prior to the effective date of termination **that meets specifications and that has been received in full** shall be paid by Baldwin County.

### **ON-SITE CONCRETE CRUSHING**

#### **SCOPE**

Provide all labor, equipment and materials required for preparation and crushing of concrete at various Baldwin County locations as specified by the Baldwin County Highway Department.

Redhill Dirt Pit

Dial Dirt Pit

Kelly Dirt Pit

Area 100 Maintenance Barn

Area 200 Maintenance Barn

Area 300 Maintenance Barn

(See Attachment A for locations)

#### **SPECIFICATIONS**

Crushed concrete shall be in accordance with Section 825 of the latest edition of Alabama Department of Transportation Standard Specifications for Highway Construction.



All deleterious materials including wood, steel, rebar, etc., must be removed from material by screening and magnets.

All mobilization costs shall be included in unit cost.

All preparation costs for large concrete debris shall be included in unit cost.

Test reports shall be supplied at the bidder's expense to certify gradation requirements at the discretion of Baldwin County. No more than one test per 1,000 tons of rock will be required. Gradation analysis will be performed in accordance with AASHTO T 27.

A minimum of 4,000 tons of concrete is required for crushing.

### **MACHINE**

All crushed concrete shall be crushed using mechanical Crushers with 3-way screens and magnets. The machine shall be equipped with a belt scale that is calibrated daily or at the discretion of Baldwin County. A certified platform scale will be used for the verification of the belt scale. The belt scale tonnage will be adjusted to correlate with the platform scale. If more than one verification is done, the average difference of all the verifications will be used to determine the adjustment. The tonnage will not be adjusted to exceed original belt scale tonnage.

### **BID PRICE**

Bidders shall provide a tonnage unit price as indicated on the Bid Response Form. The bid price shall include all mobilization costs, preparation costs, labor, materials and all other applicable cost to crush concrete at various locations within Baldwin County as specified.

**BID #WG22-47 RESPONSE FORM**

Provision of On-site Crushing of Concrete

Page 1 of 1

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

Out of State \_\_\_\_\_ or \_\_\_\_\_ If yes, \_\_\_\_\_  
Yes No Registration Number

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

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

\_\_\_\_\_

\_\_\_\_\_

Company Rep. \_\_\_\_\_  
(Rep. Name Typed or Printed)

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

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

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

Fax: \_\_\_\_\_

Financing through another agency beside yourself \_\_\_\_\_ or \_\_\_\_\_  
Yes No

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

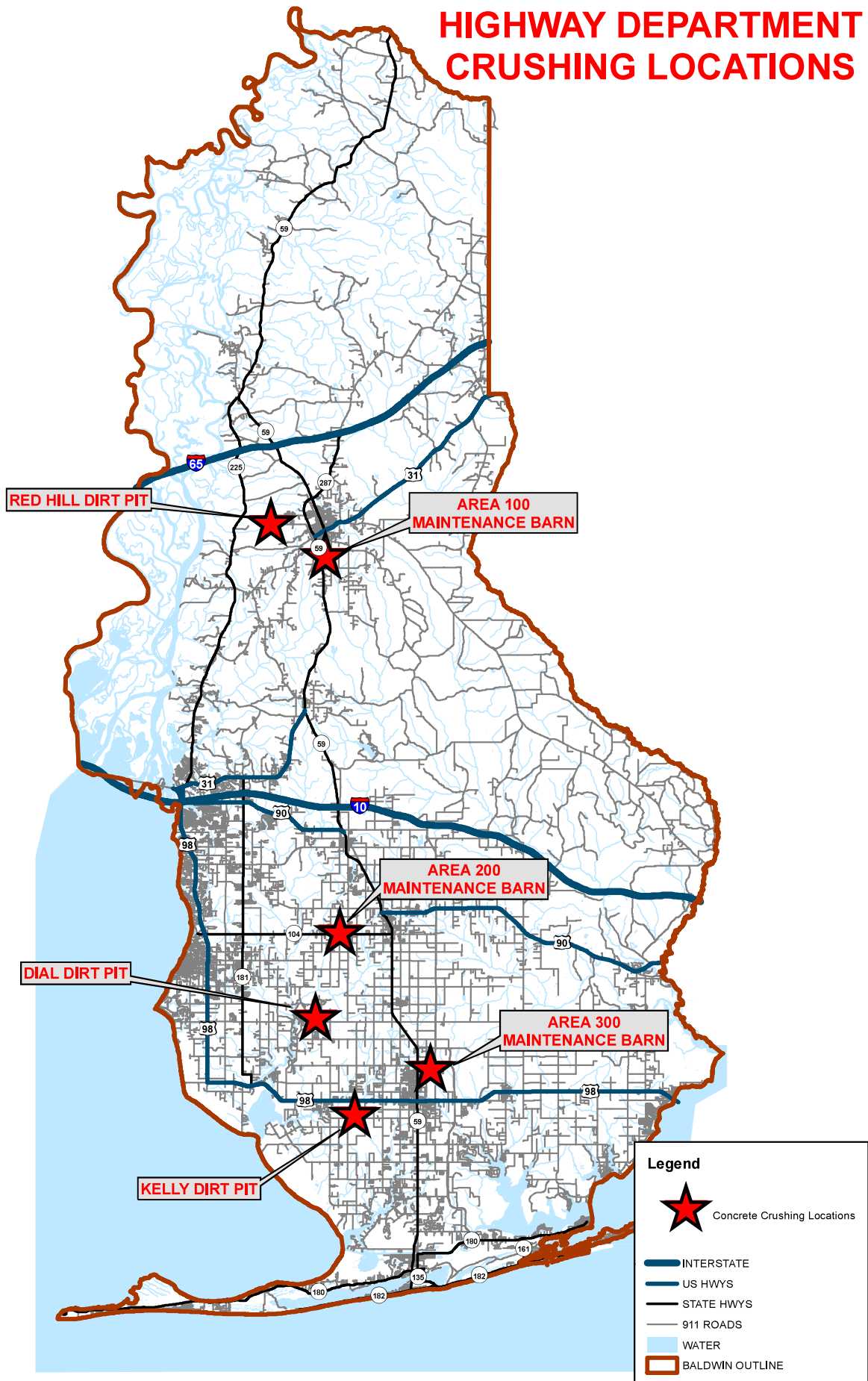
\_\_\_\_\_  
Financing Agency Authorized Signature

**Crushed Concrete On-site**

825-B Base \$ \_\_\_\_\_ Ton

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

# BALDWIN COUNTY HIGHWAY DEPARTMENT CRUSHING LOCATIONS



Baldwin County Highway Department



Z:\GIS\B - Misc Maps\11 - Special Requests\VA - Administration  
 \2017-03-08 Purchasing Map of Crushing Locations\Crushing Locations.mxd\IV George

0 5 10 15 20 Miles







# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1045, **Version:** 1

**Item #:** BE7

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/21/2022

**Item Status:** New

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

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

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### **ITEM TITLE**

Competitive Bid #WG22-48 - Plumbing System Upgrades in the Baldwin County Courthouse located in Bay Minette, Alabama 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 Plumbing System Upgrades in the Baldwin County Courthouse located in Bay Minette, Alabama; 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:**

06/15/2021 meeting: Rejected the bid received for the Plumbing System Upgrades in the Baldwin County Courthouse located in Bay Minette because the bid amount exceeded the anticipated cost for this project and staff will request permission to rebid the project at a later date.

04/20/2021 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for Plumbing System Upgrades in the Baldwin County Courthouse located in Bay Minette, Alabama for the Baldwin County Commission; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

**Background:** The current plumbing system in the Baldwin County Courthouse is in need of upgrades. The current system is old and leaks in numerous areas. Funding for this project will come from the Building Maintenance FY22 budget.

**FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

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

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

**LEGAL IMPACT**

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

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 6/21/2022

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

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

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

### **BID #WG22-48 SPECIFICATIONS**

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

Bidders shall give a Lump Sum price as indicated on the Bid Response Form. The price shall include all applicable charges, to include but not limited to installation, materials, labor, etc.

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

All workmen, materials, labor and equipment shall be furnished by the Contractor.

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

### **PREPARATION OF BIDS**

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

### **BIDS FOR ALL OR PART**

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

### **AWARD**

Award will be made to the lowest responsible bidders meeting specifications. Quality, conformity with specifications, service and experience are among the factors that will be considered in determining the responsive bidder.

### **BIDDER 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.

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

### **LAWS AND REGULATIONS**

The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over construction



of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

#### **POWER OF ATTORNEY**

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

#### **TIME OF COMPLETION**

Work shall begin within **fifteen (15)** days after Notice to Proceed, unless otherwise notified.

Project must be completed within **one hundred twenty (120) days** of notification to proceed. Unless work is hampered by long periods by due proof of material unavailability, the Baldwin County Commission will assess a penalty in the amount of 1/2 of 1% of the total contract for each normal work week beyond the agreed completion date.

#### **TRAFFIC CONTROL, SAFETY ITEMS**

Contractor shall erect all warning signs, and provide the appropriate personnel, if required, and all other items required to safely handle traffic through work area. Traffic Control Devices shall be provided by the Contractor.

#### **PERFORMANCE BOND**

A performance bond in the form and terms approved by the County in an amount not less than 100% of 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.

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.

Bidder(s) must have Contractor's License issued by the Alabama State Licensing Board for General Contractors under the provision of Title 34, Chapter 8, Code of Alabama. Bidder(s) shall submit a copy of license.

#### **CONTRACTORS AND SUBCONTRACTORS AND INSURANCE**

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

#### **COMPENSATION INSURANCE**

The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance for all of his employees to be engaged in work on the project under his contract, and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case an 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 \$500,000. 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 \$500,000.00 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 Subcontractor to produce and maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type specified in the above paragraph hereof, in amounts approved by the County.

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

### **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.

### **PROTECTION**

The contractor will control all water leaks during the replacement of the system to prevent any damage to the fire alarm, water heaters and the contents of the building. **The building must remain dry at all times.**

### **FINAL PAYMENT**

The Contractor, immediately after the completion of the contract, shall give notice of said completion by an advertisement in some newspaper of general circulation in the local area, for a period of four (4) successive weeks. Proof of publication of said notice shall be made by the Contractor to the County, by affidavit of the publisher and a printed copy of the notice published. The advertisement of completion shall provide that any person having claims for labor and/or materials are requested to file notice of such claims with the County. The final payment shall not be made upon the contract until the expiration of 30 days after the completion of the notice and including all necessary cleanup, and the Baldwin County Commission receives written verification of completion and intent to warranty job, by the Manufacturing Company.

### **COORDINATION WITH BALDWIN COUNTY COMMISSION**

**The Contact person for the Baldwin County Commission will be the project Engineer, Matt Yonge, at (251) 690-7446. Bid documents may be requested from H. M. Yonge & Associates, Inc., 253 St. Anthony Street, Mobile, Alabama, 36603. A deposit of \$50.00 is required per set, all of which is non-refundable.**

### **SCOPE OF WORK**

All workmen, materials, labor and equipment shall be furnished by the Contractor.

Work shall be performed Monday through Friday, with any shutdowns to be done on weekends.

The Contractor shall visit the job site during the Pre-Bid Conference and plan the work as to be performed, to make a complete system. A project Completion Time must be indicated on the Bid Response Form.



Owner has salvage rights to all material taken out of building.

All workmanship performed under this section shall be executed in a first-class manner in accordance with the best practices of the trade. The Baldwin County Commission has the right to accept or reject workmanship and determine when the contractor has complied with the requirements herein specified.

Only competent mechanics skilled in their respective trades shall be employed by the Contractor. All work shall be performed with up-to-date local codes. All bidders should check with local utility companies prior to starting work and upon project completion.

## SECTION 01030 – DESCRIPTION OF WORK AND PHASING

### PART 1 - GENERAL

#### 1.1 DESCRIPTION OF WORK

1.

- A. This project is for the installation of new sanitary waste piping and new domestic water distribution piping. Piping is to primarily be installed in the crawl space beneath the first floor. However, piping shall be installed exterior of the building for connection to the respective utility systems. Existing waste and domestic water piping shall be removed to the greatest extent possible and otherwise, abandoned in place.

Work to be accomplished on the first floor shall be as required for the existing fixtures to be disconnected from the existing utility systems and reconnected to the new utility systems. Finish wall work, including tile and painting, are required of this project.

#### 1.2 DESCRIPTION OF PHASING PLAN

- A. This project shall commence once a contract has been awarded. It is intended work shall proceed through completion without delays. However, coordination of construction work shall be required with Baldwin County subject to particular use of the building as a Court House. The building shall remain functional throughout construction. The construction period for this project shall be 120 days from the date of notice to proceed.

END OF SECTION 01030

## SECTION 15100 - GENERAL REQUIREMENTS FOR MECHANICAL WORK

### PART 1 - GENERAL

#### 1.1 GENERAL SCOPE OF WORK

- A. This project is for the replacement of the sanitary sewer and domestic water system in the crawl space of the Baldwin County Courthouse. It is intended that the identified equipment shall be installed new to ensure complete and functional systems. In particular, equipment in this scope of work shall include, but is not limited to:

Sanitary Waste Piping  
Domestic Water Piping  
Insulation

- B. The contract drawings specifically describe the work required for each utility system. The contract specifications specifically describe the products to be provided. All documents shall serve as an integral part of the other and be considered as one. Any conflicts between these documents shall be resolved prior to bidding. It is expected the worst case description (i.e.- more expensive, higher quantity) shall take precedence in the event of a discrepancy.

#### 1.2 GENERAL REQUIREMENTS

- A. Scope of Section: Include all materials, equipment, and labor necessary for complete and properly functioning plumbing installations in accordance with local and state codes, contract drawings and as specified in all 15000 series of these specifications.

#### 1.3 DRAWINGS

- A. Plumbing drawings indicate the general arrangement and extent of work. Exact locations and arrangements of materials and equipment shall be determined in the field prior to beginning any work to conform in the best possible manner with the surroundings and with the adjoining work of other trades. References to locations of piping, devices or fixtures shall be verified in the field with actual dimensions and **not** by scaling drawings.

#### 1.4 COORDINATION OF WORK

- A. Prior to installation, coordinate all work with work of other trades and with field conditions in sufficient detail to preclude interferences between the work of different trades and to insure necessary clearances at equipment and plumbing fixtures. Work requiring necessarily fixed locations such as graded piping shall take precedence over work not requiring such fixed locations and shall establish permissible routing of services associated with the latter. Should work be performed without adequate coordination so that interferences occur between work of different trades, Contractor shall eliminate such interferences by requiring necessary rework by the trades involved. Such rework shall meet approval of Engineer and shall incur no additional cost to Owner.
- B. The Contractor shall coordinate the contract drawings and specifications for all other trades and shall report any discrepancies between them to the Engineer and obtain from him written instructions for changes necessary in the mechanical or electrical work. All work shall be installed in cooperation with all other trades. Before installation, the Contractor shall make proper provision to avoid interferences in a manner approved by the Engineer. All changes required in the work of the Contractor due to his neglect shall be corrected by the Contractor at his own expense.

#### 1.5 CODES, PERMITS, TAXES



- A. Governing Law: Work shall meet requirements of applicable codes, ordinances, rules and regulations, in effect at time of signing contract of any body or bodies having jurisdiction, including utilities.
- B. The Contractor shall comply with all county, district, municipal, or local building codes, interpretations, buildings permits to include but not be limited to the latest editions of:  
  
International Building Code – 2015  
International Plumbing Code – 2015  
International Mechanical Code – 2015  
Local Municipal Codes
- C. The Contractor shall obtain and pay for all required permits, inspections, and certificates of inspection. Certificates of inspection shall be delivered to the Architect/Engineer/Owner upon completion of the job.
- D. Correction of Work: Work done contrary to above requirements shall be corrected at no additional cost to Owner.
- E. Permits, Fees and Taxes: Refer to "General Conditions". Secure and pay for all necessary permits, inspections, licenses, meters, connections, etc. that may be required; pay all required taxes. Owner shall pay any environmental impact fee incurred. Certificates of inspection shall be delivered to Architect/Engineer upon completion of project.

#### 1.6 DISCREPANCIES

- A. In case of differences between drawings and specifications, or where drawings and/or specifications are not clear or definite, the subject shall be referred to Engineer for clarification and instructions. Such items should be directed to Engineer prior to taking bids.

#### 1.7 SUBMITTALS

- A. Material List: Within fifteen (15) days of award of contract, Contractor submit a complete list of materials to be provided for the mechanical work. List shall include manufacturer's name and catalog number or series for each item on list.
- B. Shop Drawings: Before commencing work, submit drawings of all mechanical materials and equipment to be furnished under this contract. In addition, submit other drawings or diagrams, dimensioned and in correct scale to clarify the work intended to show its relationship to adjacent work or work of other trades. Drawings shall clearly indicate all characteristics, special modifications or features, and exceptions to or deviations from contract requirements.
- C. Samples: Submit samples of materials upon request for approved substitutions and as listed elsewhere herein. Samples shall duplicate materials, workmanship, and finish of products intended for installation.

#### 1.8 INSTRUCTIONS

- A. Personnel: After completion of installation, competent personnel shall be furnished to instruct Owner's personnel in maintenance of systems.

- B. Written: Furnish three (3) copies of instructions for source of supply shall be identified for each item of equipment. Furnish in loose leaf hardboard 3-ring binders to Engineer (for delivery to Owner).

#### 1.9 FINAL CHECK

- A. Before submitting proposals, each bidder shall examine all drawings and specifications issued by the Engineer and shall examine the site of work. He shall be fully informed as to character of his work and coordination of his work with that of other trades. No consideration will be given at a later date for alleged misunderstandings as to requirements of work, materials to be furnished or conditions required by nature of site.

#### 1.10 FOUNDATIONS

- A. The Contractor shall furnish all special foundations and supports for equipment which he installs and which are separate and distinct from building construction as shown by Engineers drawings. Support equipment from building structures in a manner acceptable to the Engineer.

#### 1.11 SAFETY PROVISIONS

- A. Belt, pulleys, chains, gears, couplings, projecting set screws, keys and other rotating parts located so that any person may come in close proximity thereto, shall be fully enclosed or properly guarded.

#### 1.12 RELATED WORK

The following items of material and labor incidental to or related to the work will be provided as follows:

- A. Cutting and patching of existing building structure for location of pipes, equipment, etc., shall be provided by this Contractor. Patching and finishes shall be performed by affected trades.
- B. All exposed metal work shall be coated or painted with a corrosion resistant material. Coordinate procedure and color with Architect.

### PART 2 – PRODUCTS

#### 2.1 GENERAL

- A. Quality: Conform to the quality and features specified and indicated on drawings. Where material or equipment is indicated or necessary, but not specifically described in the specifications or drawings, such shall conform to the quality and features of similar items so described or otherwise indicated.

#### 2.2 SLEEVES

- A. Pipe Sleeves: Walls and Partitions: Sleeves 8" Diameter and Smaller (Above Grade): Mild steel or plastic built into wall, partition or beam sized to pass pipe and covering, leaving a clear space of 1/4" minimum between covering and sleeves.

#### 2.3 MARKING OF PIPING

- A. Marking: Pipes: All utility piping shall be stenciled with name of service to indicate the use of pipe and with arrows to indicate direction of flow. Stencils shall be applied after final painting is completed. In lieu of stencils, pipe identification labels similar to "Brady" may be

used. Bands shall be color coded. Markings shall be in accordance with ANSI Standard A-12.1.

### PART 3 – EXECUTION

#### 3.1 PLUMBING

- A. Reference Plumbing Specifications, Section 15400, for additional information.

END OF SECTION 15100



## SECTION 15400 - PLUMBING

### PART 1 - GENERAL

#### 1.1 SCOPE OF WORK

- A. The work to be performed under this section of the Specification shall include all labor, materials, equipment, transportation, construction, facilities, and incidentals necessary for the proper execution and completion of all Plumbing work as shown and indicated on the Contract Drawings, and/or specified herein with the intent that the installation shall be complete in every respect and ready for use.

#### 1.2 GUARANTEE

- A. All materials and equipment provided and/or installed under this section of the specifications shall be guaranteed for a period of one year from the date of acceptance of the work by the Owner. Should any trouble develop during this period due to defective materials or faulty workmanship, the Contractor shall furnish all necessary labor and materials to correct the trouble without any cost to the Owner.

#### 1.3 CODES AND REGULATIONS

- A. All work performed under this section shall conform with all local governing regulations, and in case of conflicting requirements, the most stringent shall apply. Minimum requirements shall be the International Plumbing Code. All electrically operated equipment specified in this section shall comply with the National Electrical Code.
- B. Should it be found that any part of the work shown or specified is not in accordance with local regulations, the Architect shall be so advised at the time of bidding and all work installed as required to meet the local codes.
- C. The Contractor shall comply with the latest revisions of all county, district, municipal, or local building codes, interpretations, buildings permits to include but not be limited to:
  - International Building Code – 2015
  - International Mechanical Code – 2015
  - International Plumbing Code – 2015
  - Local Municipal Codes

#### 1.4 FEES AND PERMITS

- A. The Plumbing Contractor shall obtain and pay for all permits, fees for inspection, and other charges that may be necessary for fully completing the work. The Plumbing Subcontractor shall make all necessary tests required by City, County, or State authorities, legal regulations, and/or the Engineer, and return to the Engineer any certificates of approval issued in this district for plumbing work, etc. signed by the inspector in charge of each particular part of the work.

#### 1.5 RESPONSIBILITY OF BIDDER

- A. Each bidder shall visit the site of the proposed work and fully acquaint himself with conditions relating to the construction requirements so that he may fully understand the facilities, difficulties and restrictions contingent upon the execution of the work under this contract. The failure or omission of any bidder to receive or examine any form, instrument, addendum or other document shall in no way relieve any bidder from his obligations with respect to his bid or the contract. The submission of a bid shall be taken as prima facia

evidence of compliance with this paragraph and that he has included in his proposal every item of cost necessary for a complete installation of plumbing operations strictly as planned, specified, and intended.

#### 1.6 PIPING

- A. Provide pipe sleeves through masonry construction, and install escutcheon plates around exposed piping in all rooms.
- B. Soil, waste, and vent lines shall be Schedule 40 PVC-DWV with Schedule 80 PVC-DWV fittings in accordance with Commercial Standards CS272-65 or ASTM Standards D2665-68.
- C. Piping within walls and below grade shall be Schedule 40 PVC-DWV in accordance with Commercial Standards CS272-65 or ASTM Standards D2665-68.
- D. All plastic pipe shall bear the NSF Seal of Approval, and such other markings as required by the aforementioned standards.
- E. Above slab cold water and hot water riser and main distribution piping shall be Type "L" hard copper with sweated joints, using wrought fittings and non-corrosive flux. Below slab cold and hot water distribution piping shall be type "K" soft copper tubing. Above slab cold water and hot water branch piping to be Uponor AquaPEX Grade A crosslinked polyethylene (ASTM F876 and F877). Above slab branch piping fittings and flexible fixture connections to be Uponor ProPEX and comply with ASTM 876 and ASTM F877). Multiport tees and elbows to comply with ASTM F877 with ASTM F1960 inlets and outlets. Multiple-outlet assembly manifolds to be Uponor and comply with ASTM F1960. Type L copper branch manifold outlets and valve outlets to be lead-free brass.

#### 1.7 PIPE SUPPORT

- A. Hangers: Support all suspended piping with clevis type hangers equal to Grinnell #260, 5'-0" o.c. Architect shall approve all methods of attachment of hangers to construction. Hangers in contact with copper piping shall be copper, or copper plated.
- B. Vertical Support: Steel bar base clamped to pipe or grip strut channel with offset clamps. Support members to be of same material as supported material where possible.

#### 1.8 PIPING PLACEMENT

- A. Place in most direct manner permitted by construction, free of unnecessary offsets. Changes in direction by means of standard fittings.
- B. Grade 2" waste lines 1/4" per foot and 3" and 4" waste lines 1/8" per foot for positive flow. Secure all piping to structure.
- C. Soil Pipe: Support to firm earth exterior of the building.
  - 1. Changes in direction of drainage pipe shall be made by means of suitable bends and branches of Y's and long sweeps. Short radius quarter bends are prohibited.
  - 2. Connections to vertical soil pipe from all connections in horizontal soil pipe to be made by "Y" fittings.
  - 3. Do not begin work until elevation of final connection point is verified and grading of entire system can be determined.
- D. Vent Pipes:

1. Main soil pipe stacks extended up through the building full size are existing and shall remain.
  2. Connect branch vents into main stacks with connections not less than 4 feet above the highest fixture.
  3. All vent stacks shall be connected at the bottom to main drainage system and all horizontal runs shall be graded so as to discharge all water or condensation.
- E. Water Piping: Place supply pipes as shown or as directed in neat arrangement and parallel or at right angles to walls, joists, etc.
1. Place air chamber extensions 12" long on top of all risers and one pipe size larger than the riser.
  2. Place shock absorbers at each fixture group as recommended by manufacturer. Shock absorbers shall be PDI certified.
  3. Place valves on all water pipe risers and branch lines at point where risers and branch lines connect to main water lines.

## PART 2 - PRODUCTS

### 2.1 WATER PIPING

- A. All riser and main distribution water piping, unless otherwise shown or specified shall be copper pipe Type L or K as specified having a wall thickness of not less than .035 inches. It shall be clean, round, straight, and true to size, free from flaws and other defects.
- B. All fittings on copper pipe shall be copper. The pipe and fittings shall be thoroughly cleaned before inserting into the joint and then soldered with lead free solder.
- C. Above slab cold water and hot water riser and main distribution piping shall be Type "L" hard copper with sweated joints, using wrought fittings and non-corrosive flux. Below slab cold water distribution piping shall be type "K" soft copper tubing. Above slab cold water and hot water branch piping to be Uponor AquaPEX Grade A crosslinked polyethylene (ASTM F876 and F877). Above slab branch piping fittings and flexible fixture connections to be Uponor ProPEX and comply with ASTM 876 and ASTM F877). Multiport tees and elbows to comply with ASTM F877 with ASTM F1960 inlets and outlets. Multiple-outlet assembly manifolds to be Uponor and comply with ASTM F1960. Type L copper branch manifold outlets and valve outlets to be lead-free brass.

### 2.2 UNIONS

- A. Unions shall be provided on inlet and outlet of all apparatus and equipment. Where valves are adjacent to equipment, unions shall be on downstream side of valves.
- B. Unions in copper pipe shall be cast bronze, WOG pattern, ground joint, 150 psi type.
- C. Unions in steel pipe shall be malleable iron, WOG female pattern brass seat, ground joint, 150 psi type.
- D. Unions connecting dissimilar metals shall be dielectric type.

### 2.3 VALVES AND COCKS

- A. Valves and cocks shall be installed where shown on the drawings, and/or where found to be necessary for proper operation of the system. All branches from risers, all branches from



mains, and all fixtures or equipment not having stops shall be provided with valves whether shown or not.

- B. All valves shall be the product of one manufacturer as cataloged by Milwaukee, Stockham, Crane, or Nibco.
- C. For water piping, valves shall be equal to 125 psi SWP/200 psi WOG Nibco as follows:
  - 1. Gate valves 1/2" to 3" = S-111.
  - 2. Ball valves 1/2" to 2" = S-585.
  - 3. Check valves 1/2" to 3" = S-413W.

## 2.4 THERMAL INSULATION WORK

- A. All insulation work shall be performed by experienced insulation application mechanics thoroughly familiar with and experienced in the application of insulation materials. All insulation materials shall be applied in accordance with manufacturer's published recommended methods. Installation and finish of insulation materials shall meet with complete data for approval of materials and application methods as proposed for use. All piping shall be pressure tested and all surfaces shall be thoroughly cleaned before covering is applied. Insulation materials, including sealer, adhesive, finish, etc., shall meet NFPA Standards with regard to flame spread and support of combustion.
- B. All hot and cold water piping shall be covered with 1" thick heavy density fiberglass sectional pipe insulation equal to Owens Corning Fiberglass 25 ASJ/SSL, excluding piping below grade or chromium plated fixture connections.
- C. Fittings for the above shall be insulated with premolded fitting insulation of the same material and thickness as the adjacent insulation and shall be covered with a premolded plastic (PVC) vapor barrier and sealed with vapor barrier lagging adhesive. Covering adjacent to unions and other points of termination shall be finished with the plastic material neatly beveled.
- D. It shall be the responsibility of the insulation subcontractor to coordinate hanger locations and prevent crushing or breaking finishes.
- E. Contractor shall insulate hot water supply assembly and P-Trap assembly with Armaflex 3/8" foam insulation kit on handicapped lavatories.

## 2.5 FLOOR, WALL, AND CEILING PLATES

- A. Nickel plated floor, wall, and ceiling plates shall be provided on all pipes passing through floor, ceiling, or partition. Nickel or chromium plated escutcheons shall be provided on all fixture supplies.

## 2.6 ACCESS DOORS

- A. Provide Phillip Carrey, J.R. Smith, Zurn or equal Smith Model #4761, 12" x 16" chromium plated steel access panels where valves, trap primers, or shock absorbers occur in inaccessible walls or ceilings. All doors and covers shall be completely removable from frames. All hinges must be concealed type. Steel frames shall be 16-gauge with 14-gauge steel doors. Access doors installed in fire rated assemblies shall be UL fire rated type with automatic closures.

# PART 3 - EXECUTION

## 3.1 COMPLETION OF WORK

- A. This Contractor shall arrange for the installation of all equipment in order that it progresses along with the general construction of the building, and in no case shall hold up other phases of the work due to the fact his equipment is not properly installed.

### 3.2 TESTING

- A. General: Perform all tests in the presence of the Engineer or his representative. Test shall conform to local code requirements. File copies of all test reports in duplicate to physical plant.
- B. Soil, Waste, and Vent Systems: Plug all openings, fill entire system with water to point of overflow and hold for at least one hour before inspection. System must remain full during the test without leakage. Each vertical stack with its branches may be tested separately, but any portion tested must have a 10' head. Provide test tees and plugs for all tests as required.
- C. Water Supply System: Test and secure acceptance of entire system before the piping or hot water heaters are otherwise concealed. Test as follows: Disconnect and cap all outlets to plumbing fixtures and all other equipment not designed for the full test pressure. Fill the system with water; apply 150 psi hydrostatic pressure and hold until inspection is completed. All piping throughout shall be tight under test. Water piping shall remain under normal water pressure during construction where freezing conditions do not exist.

### 3.3 DISINFECTION

- A. Disinfect all domestic water piping in accordance with local health department guidelines.

END OF SECTION

**BID #WG22-48 RESPONSE FORM**

Plumbing System Upgrades to the Baldwin County Courthouse located in Bay Minette,  
Alabama for the Baldwin County Commission

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

Out of State \_\_\_\_\_ or \_\_\_\_\_ If yes, \_\_\_\_\_  
Yes No Registration Number

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

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

\_\_\_\_\_

\_\_\_\_\_

Company Rep. \_\_\_\_\_  
(Rep. Name Typed or Printed)

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

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

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

Fax: \_\_\_\_\_

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

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

**AMOUNT BID: \$** \_\_\_\_\_

**COMPLETION TIME:** \_\_\_\_\_



State of Alabama        )

County of Baldwin    )

## **CONTRACT FOR CONSTRUCTION SERVICES**

This Contract for **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 PROVIDER, (hereinafter referred to as "PROVIDER").

### **WITNESSETH:**

**Whereas,**

**Whereas,**

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

- I.    Definitions.    The following terms shall have the following meanings:
  - A. COUNTY:           Baldwin County, Alabama
  - B. COMMISSION:    Baldwin County Commission
  - C. PROVIDER:        \_\_\_\_\_
  
- II.   Obligations Generally.    The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
  
- III.   Recitals Included.    The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.

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

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

PROVIDER:



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

- XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally-qualified Contractor. The general scope of work for the services shall include all the terms and Conditions of “**Competitive Bid #WG22-48**”, the same being expressly incorporated herein by reference, and without limitation will encompass:

**“Competitive Bid #WG22-48 – Plumbing System Upgrades to the Baldwin County Courthouse located in Bay Minette, Alabama for the Baldwin County Commission.”**

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.

- A. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
- B. 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 **one hundred twenty (120) 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.
- XXVIII. 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 effectiveness 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 considered 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. 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.

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 Title 39-1-1 et seq. Code of AL 1975. 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 AL 1975. “(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 AL 1975.

XXX. The public works project which is the subject of this invitation to bid is 100% funded by the Baldwin County Commission.

**NOTE: Any failure to fully comply with this section or any applicable laws of the State of AL 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 have executed this contract on the last day of execution by the COUNTY as written below.

COUNTY

ATTEST:

\_\_\_\_\_  
JAMES E. BALL /Date  
Chairman

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

**SIGNATURE & NOTARY PAGE TO FOLLOW**

State of Alabama )

County of Baldwin )

I, \_\_\_\_\_ Notary Public in and for said County, in said State, hereby certify that, James E. Ball, whose name as Chairman of Baldwin County Commission, and Ronald J. Cink, whose name as Budget Director, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for 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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
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 \_\_\_\_\_, 2022.

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



# BALWIN COUNTY COURTHOUSE PLUMBING SYSTEM UPGRADE

FOR

## BALDWIN COUNTY COMMISSION

### BAYMINETTE, ALABAMA

COMMISSIONER MR. JAMES E. BALL - DISTRICT 1  
COMMISSIONER MR. JOE DAVIS, III - DISTRICT 2  
COMMISSIONER MRS. BILLIE JO UNDERWOOD - DISTRICT 3  
COMMISSIONER MR. CHARLES F. GRUBER - DISTRICT 4

BY

H.M. YONGE & ASSOCIATES, INC.

CONSULTING ENGINEERS

253 ST. ANTHONY STREET

MOBILE, ALABAMA 36603

(251) 690-7446

JUNE 2022

#### DRAWING INDEX

##### COVER SHEET

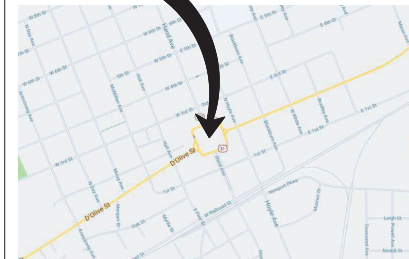
T-1.1 - TITLE SHEET

##### PLUMBING SHEETS:

PD-1.1 - SANITARY WASTE PIPING DEMOLITION PLAN - BASEMENT  
PD-1.2 - SANITARY WASTE PIPING DEMOLITION PLAN - FIRST FLOOR  
PD-1.3 - SANITARY WASTE PIPING DEMOLITION PLAN - SECOND FLOOR  
PD-1.4 - DOMESTIC WATER PIPING DEMOLITION PLAN - BASEMENT  
PD-1.5 - DOMESTIC WATER PIPING DEMOLITION PLAN - FIRST FLOOR  
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P-2.1 - SANITARY WASTE RISER DIAGRAM  
P-2.2 - DOMESTIC WATER RISER DIAGRAM

#### VICINITY MAP

LOCATION  
OF WORK



H.M. YONGE & ASSOCIATES, INC.  
CONSULTING ENGINEERS // EST. 1988



253 ST. ANTHONY STREET  
MOBILE, ALABAMA 36603  
PHONE: (251)690-7446

SEAL:

TITLE:

DATE:

NO:

PROJECT:

BALDWIN COUNTY COURTHOUSE  
PLUMBING SYSTEMS UPGRADE  
BAY MINETTE, ALABAMA

DRAWING:

TITLE SHEET

SHEET NO:

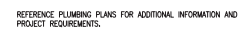
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DATE:

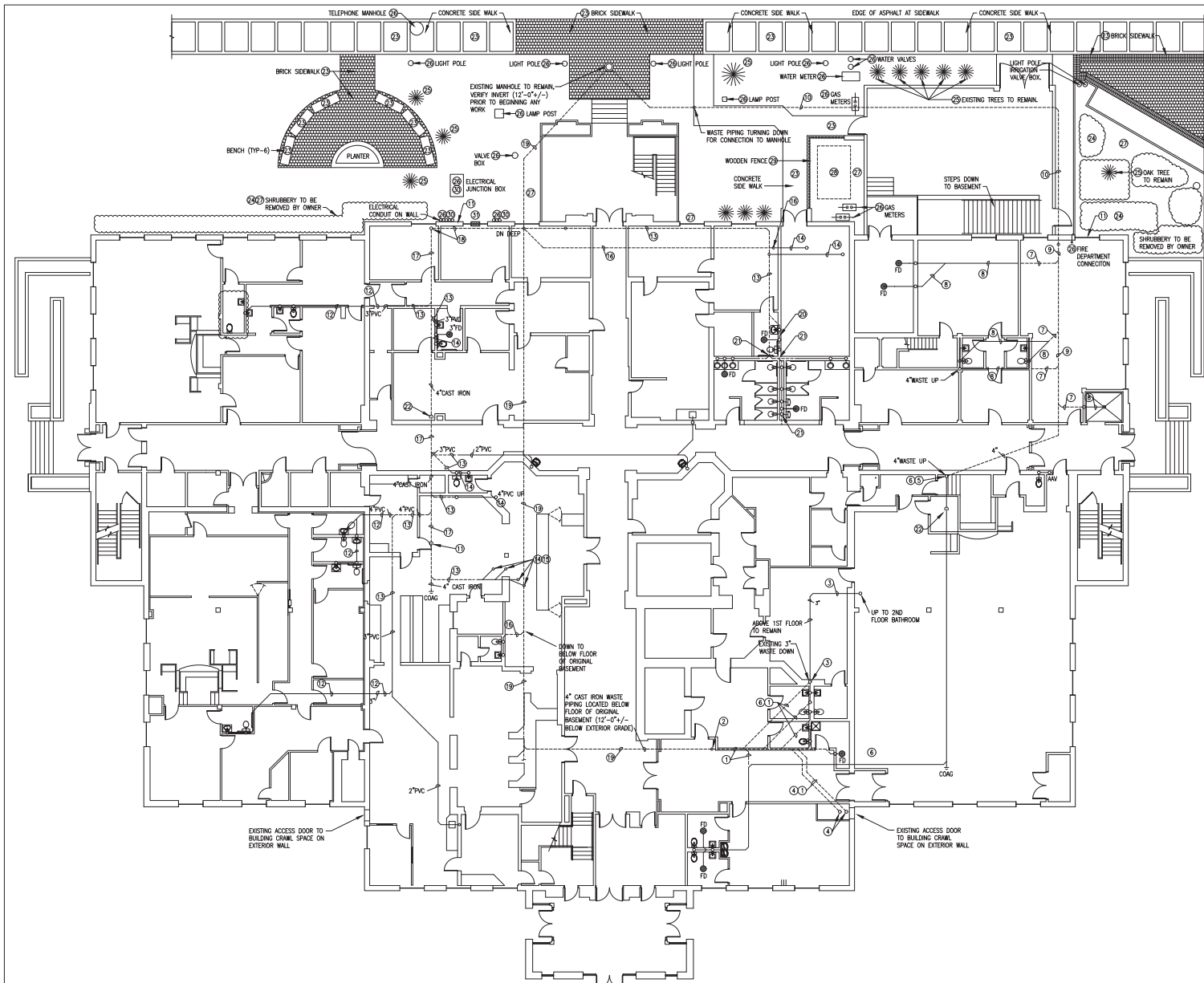
06.22.2022

JOB NO:

20-019



URL: \\W:\data\Julia\20018 Biddle County Courthouse Flooding Upgrade\2021BP10.dwg 05/04/20 09



**SANITARY WASTE PIPING DEMOLITION PLAN - FIRST FLOOR**


SCALE: 3/32" = 1'-0"

(NOTE: WASTE PIPING SHOWN THIS SHEET BELOW FIRST FLOOR IN CRAWL SPACE. REFERENCE SANITARY WASTE PIPING DEMOLITION PLAN - BASEMENT FOR ADDITIONAL INFORMATION)

**SANITARY WASTE DEMOLITION KEYNOTES**

- GENERAL COMMENT:  
PRIOR TO BEGINNING ANY DEMOLITION WORK SUCH AS NEW WORK SHALL BE ACCOMPLISHED AS POSSIBLE. DOWNING OF THE EXISTING BUILDING WASTE COLLECTION SYSTEM SHALL BE MINIMIZED. PLUMBING CONTRACTOR SHALL VERIFY PIPE SIZES AND MATERIALS OF CONSTRUCTION PRIOR TO BEGINNING ANY WORK. REFERENCE DESCRIPTION OF WORK UNDER NEW WORK KEY NOTES.
- EXISTING WASTE PIPING IN HORIZONTAL AND VERTICAL POSITIONS BENEATH THE FIRST FLOOR IN CRAWL SPACE SHALL BE REMOVED TO AS HIGH AS POSSIBLE. COORDINATE LIMITS OF DEMOLITION WITH NEW WORK PLAN. PREPARE OPEN ENDS OF PIPING FOR CONNECTION TO NEW PIPING PER NEW WORK PLAN. THE ARRANGEMENT OF THIS WASTE PIPING IS FOR INFORMATION ONLY AND REQUIRES VERIFICATION. THE EXTENT AND INTENT OF THE WORK IS REPRESENTED.
  - EXISTING BRANCH WASTE PIPING TURNING DOWN TO BELOW GRADE TO BE ABANDONED IN PLACE. CAP AND SEAL PIPING AIR TIGHT AND ROOF PROOF ABOVE GRADE.
  - EXISTING WASTE PIPING ABOVE FIRST FLOOR CEILING TO REMAIN WITH VERTICAL RISER TURNING DOWN INTO CRAWL SPACE. VERIFY PIPING LOCATION PRIOR TO BEGINNING WORK.
  - EXISTING 4 INCH WASTE RISERS (2) UP IN CHASE SHALL REMAIN. REMOVE HORIZONTAL WASTE PIPING TO ACCOMMODATE CONNECTION TO NEW EASTERN BUILDING WASTE COLLECTION SYSTEM. COORDINATE LIMITS OF DEMOLITION WITH NEW WORK PLAN AND EXISTING FIELD CONDITIONS. ONE WASTE RISER IS FROM ORIGINAL CONSTRUCTION AND THE OTHER IS FROM RENOVATION CONSTRUCTION.
  - EXISTING 4 INCH WASTE RISER DOWN FROM SECOND FLOOR TO REMAIN. MODIFY HORIZONTAL PIPING FOR CONNECTION TO NEW WASTE PIPING COLLECTION SYSTEM.
  - PLUMBING CONTRACTOR SHALL COORDINATE LIMITS OF CONSTRUCTION WITH NEW WORK PLAN IN CONJUNCTION WITH AVAILABLE SPACE BELOW FIRST FLOOR AND DEPTH OF EXISTING RISER TO REMAIN. REFERENCE NEW WORK PLAN.
  - EXISTING BRANCH WASTE PIPING (TO BE FIELD VERIFIED AS A 4 INCH CAST IRON) TO BE REMOVED. COORDINATE LIMITS OF DEMOLITION WITH NEW WORK PLAN. PREPARE OPEN ENDS OF PIPING FOR EXTENSION AND CONNECTION TO NEW BUILDING WASTE COLLECTION SYSTEM.
  - EXISTING WASTE PIPING TO REMAIN UNLESS OTHERWISE NOTED. PIPING IS LOCATED ABOVE CEILING OF BASEMENT FLOOR.
  - EXISTING BUILDING WASTE COLLECTION SYSTEM TO BE REMOVED TO ACCOMMODATE INSTALLATION (SLOPE/FALL) OF NEW EASTERN BUILDING WASTE COLLECTION SYSTEM. COORDINATE LIMITS OF DEMOLITION WITH NEW WORK PLAN. PIPING TO BE REMOVED IS LOCATED ABOVE CEILING ELEVATION OF BASEMENT FLOOR. CAP AND SEAL WASTE PIPING REMAINING ON INTERIOR OF BUILDING AIR TIGHT AND ROOF PROOF.
  - EXISTING WASTE PIPING EXTERIOR OF BUILDING TO BE ABANDONED IN PLACE.
  - PLUMBING CONTRACTOR TO COORDINATE PENETRATING EXISTING WALL FOR INSTALLATION OF NEW BUILDING WASTE COLLECTION SYSTEM. WALL PENETRATION SHALL BE FOR A COMPLETELY NEW OPENING (8 INCHES IN DIAMETER). A LUNEL (8 x 6 x .25 GALVANIZED STEEL ANGLE) SHALL BE INSTALLED ON BOTH SIDES OF THE WALL. EXTEND LUNEL FOR 24 INCHES BEYOND CENTER LINE OF WALL OPENING.
  - EXISTING WASTE PIPING TO REMAIN. PIPING IS LOCATED BENEATH FLOOR OF WEST WING ADDITION. PIPING PENETRATES EXISTING ORIGINAL EXTERIOR WALL INTO CRAWL SPACE BEHIND FIRST FLOOR.
  - EXISTING BRANCH WASTE PIPING IN CRAWL SPACE TO BE DISCONNECTED FROM EXISTING WASTE COLLECTION PIPING. PREPARE REMAINING BRANCH PIPE OPENING FOR EXTENSION AND CONNECTION TO NEW WASTE (WESTERN) COLLECTION SYSTEM PER NEW WORK PLAN. SEAL PIPING TURNING DOWN TO BELOW GRADE.
  - EXISTING SYSTEM WASTE PIPING TO REMAIN. COORDINATE LIMITS OF DEMOLITION WITH NEW WORK PLAN.
  - PLUMBING CONTRACTOR TO VERIFY WHETHER WASTE PIPING IS ACTIVE. ANY INACTIVE PIPING SHALL BE REMOVED TO GREATEST EXTENT POSSIBLE WITHOUT DEMOLITION AND CAPPED AIR TIGHT TO BE ROOF PROOF.
  - EXISTING WASTE PIPING EXTENDS DOWN TO BELOW GRADE BENEATH CRAWL SPACE FOR CONNECTION TO EXISTING MAIN WASTE COLLECTION SYSTEM. REMOVE VERTICAL AND HORIZONTAL PIPING AS HIGH AS POSSIBLE IN COORDINATION WITH NEW WORK PLAN. PREPARE EXISTING PIPING OPENING FOR EXTENSION AND CONNECTION TO NEW WESTERN BUILDING WASTE COLLECTION SYSTEM. CAP AND SEAL WASTE PIPING GOING DOWN TO BELOW GRADE ROOF PROOF.
  - EXISTING WASTE COLLECTION PIPING TO BE REMOVED. COORDINATE REMOVAL WITH NEW WORK PLAN TO MINIMIZE DOWNTIME OF SANITARY WASTE SYSTEM.
  - EXISTING WASTE COLLECTION PIPING BELOW GRADE OF CRAWL SPACE TO BE ABANDONED IN PLACE. CAP AND SEAL PIPING TO BE ROOF PROOF.
  - EXISTING MAIN BUILDING WASTE COLLECTION PIPING TO REMAIN AND ABANDONED IN PLACE. PIPING SHALL BE FLUSHED CLEAN TO GREATEST EXTENT POSSIBLE AND SEALED AT MANHOLE TO BE ROOF PROOF. COORDINATE CONSTRUCTION OF NEW COLLECTION SYSTEM WITH NEW WORK PLAN.
  - PLUMBING CONTRACTOR TO INSTALL NEW WASTE PIPING FOR THIS BATHROOM TO ENSURE PROPER USE OF FITTINGS AND PIPING CONNECTIONS.
  - WASTE PIPING SERVING BOTH BATHROOM GROUPS TO BE PARTIALLY REMOVED TO ACCOMMODATE A NEW WASTE FLOW DIRECTION (REVERSE). PREPARE PIPING IN COORDINATION WITH NEW WORK PLAN.
  - EXISTING WALL OPENING SHALL BE INCREASED IN SIZE TO ACCOMMODATE NEW WASTE PIPING COLLECTION SYSTEM. WALL OPENING SHALL BE INCREASED IN DIRECTION OF NEW WASTE COLLECTION SYSTEM. INSTALL NEW LUNEL AS DESCRIBED PER KEY NOTE #11.
  - PLUMBING CONTRACTOR TO BE RESPONSIBLE FOR THE REMOVAL AND REPLACEMENT OF THE EXISTING CONCRETE SIDEWALK AND BRICK SIDEWALK TO ACCOMMODATE INSTALLATION OF THE NEW WASTE AND DOMESTIC WATER PIPING. PATTERNS OF DESIGN IN THE CONCRETE SIDEWALKS AND IN THE BRICK SIDEWALKS SHALL BE MAINTAINED WITH THE INSTALLATION OF THE NEW SIDEWALKS. INCLUDE WITH REMOVAL AND REPLACEMENT OF SIDEWALKS SEATING BENCHES. REFERENCE NEW WORK PLAN FOR ADDITIONAL INFORMATION.
  - PLUMBING CONTRACTOR TO BE RESPONSIBLE FOR COORDINATING WITH OWNER TO HAVE SHRUBBERY REMOVED PRIOR TO BEGINNING ANY WORK EXTERIOR OF THE COURTHOUSE BUILDING. THE OWNER SHALL BE RESPONSIBLE FOR REMOVING THE SHRUBBERY AND REPLACING THE SHRUBBERY ONCE THE PROJECT IS COMPLETE.
  - PLUMBING CONTRACTOR SHALL TAKE PRECAUTIONS FOR PROTECTING EXISTING TREES. PRIOR TO BEGINNING ANY WORK, A ROUTING FOR THE WASTE PIPING SHALL BE FINISHED WITH THE OWNER TO ESTABLISH THE NEED FOR PROTECTING THE EXISTING TREES FROM DAMAGE.
  - PLUMBING CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF UNDERGROUND UTILITIES. THESE UNDERGROUND UTILITIES INCLUDE WATER PIPING, IRRIGATION SPRINKLER PIPING, GAS PIPING, ELECTRICAL POWER, WASTE PIPING, AND ETC. UTILITY SYSTEM COMPONENTS HAVE BEEN LOCATED THAT ARE ABOVE GROUND AS A REFERENCE POINT LOCATING THE UTILITY SYSTEMS. DUE TO THE MULTITUDE OF UNDERGROUND UTILITY SYSTEMS HAND LOGGING FOR THE FIRST 36 INCHES BELOW GRADE SHALL BE REQUIRED. FINDING THE SUCCESS OF THE HAND LOG TECHNIQUE OTHER OPTIONS MAY BE EMPLOYED FOR DEEPER DEPTH OF TRENCHING.
  - IRRIGATION SPRINKLER PIPING AND SPRINKLER PIPING ARE LOCATED IN THIS AREA.
  - CONCRETE HOUSEKEEPING PAD TO BE REMOVED TO ACCOMMODATE INSTALLATION OF NEW UTILITY PIPING.
  - EXISTING WOODEN FENCE TO BE REMOVED AND REPLACED TO ACCOMMODATE INSTALLATION OF NEW UTILITY PIPING.
  - EXISTING UNDERGROUND ELECTRICAL BOX AND CONDUIT EXPOSED ON EXTERIOR WALL TO REMAIN. DO NOT DISTURB. ALL TRENCHING IN THIS AREA SHALL BE BY HAND.
  - EXISTING CONCRETE WALL TO BE "SAW CUT" TO CREATE AN OPENING OF 18"x24". WALL OPENING SHALL DUPLICATE EXISTING OPENING LOCATED IN SOUTHWEST CORNER OF THE BUILDING. BOTTOM OF OPENING TO BE 4" TO 6" BELOW GRADE. FINAL POSITION OF OPENING SHALL BE DETERMINED BY THE WINDOW AND ADJUSTED TO ACCOMMODATE FIELD CONDITIONS. COORDINATE LOCATION WITH ENGINEER PRIOR TO BEGINNING ANY DEMOLITION WORK. REFERENCE NEW WORK PLAN FOR ADDITIONAL INFORMATION.

**H.M. YONGE & ASSOCIATES, INC.**  
CONSULTING ENGINEERS // EST. 1968



353 EAST GREGORY STREET  
PENSACOLA, FLORIDA 32502  
PHONE: (850)434-2661

SEAL:

NO.	DATE:	TITLE:

REVISIONS:

NO.	DATE:	TITLE:

PROJECT:

**BALDWIN COUNTY COURTHOUSE**  
**PLUMBING SYSTEMS UPGRADE**  
BAY MINETTE, ALABAMA

DRAWING:

**SANITARY WASTE PIPING DEMOLITION PLAN - FIRST FLOOR**

SHEET NO:  
**PD-1.2**

DATE:

06.22.2022

DATE:

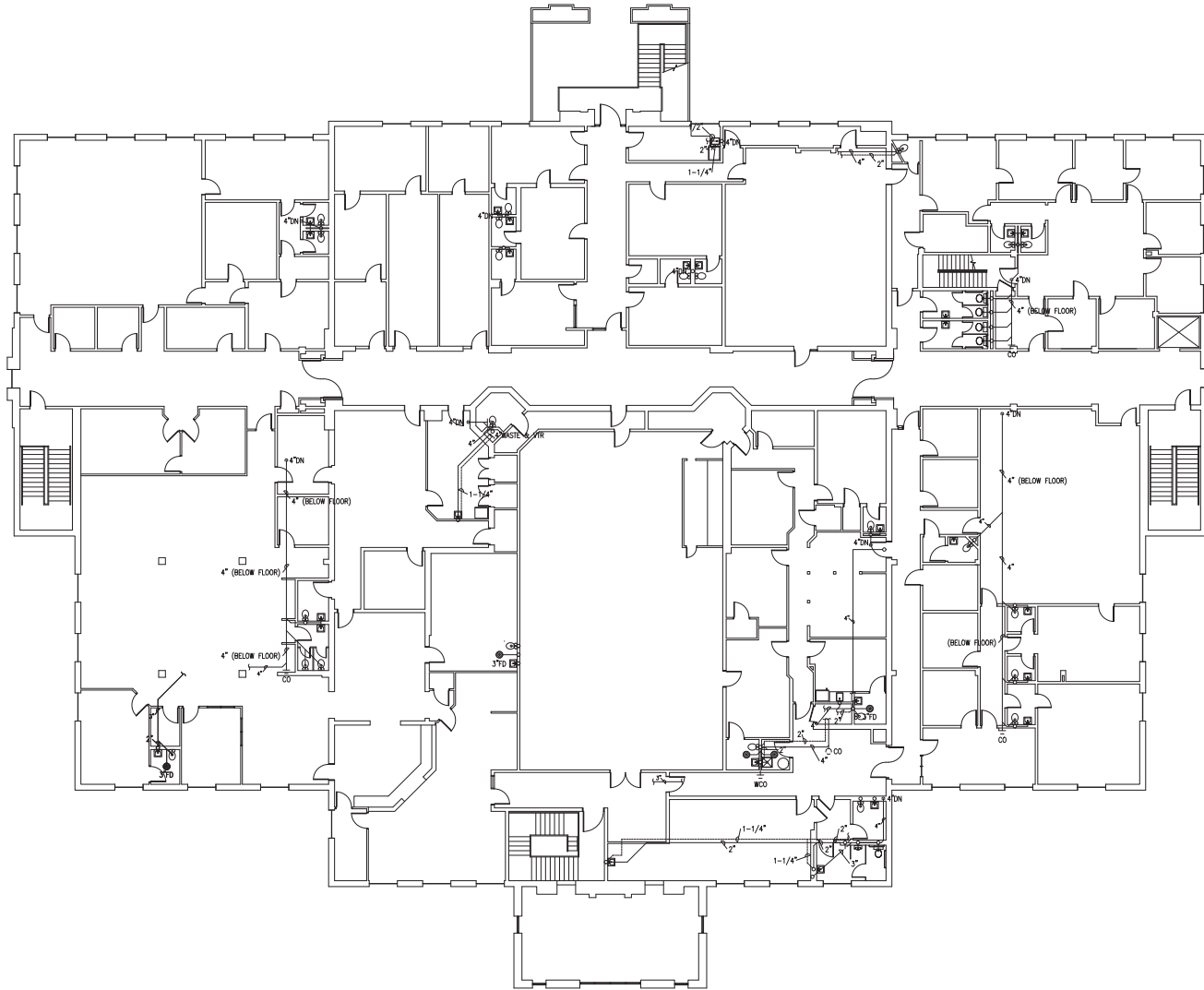
06.22.2022

JOB NO.:

20-019

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# **SANITARY WASTE PIPING DEMOLITION PLAN - SECOND FLOOR**

SCALE: 3/32" = 1'-0"

(NOTE: WASTE PIPING SHOWN THIS SHEET IS BELOW FLOOR OF SECOND FLOOR. THIS PIPING IS SHOWN FOR INFORMATION ONLY - THERE IS NOT ANY WORK REQUIRED OF THIS SHEET)

**H.M. YONGE & ASSOCIATES, INC.**  
CONSULTING ENGINEERS // EST. 1988



353 ST. ANTHONY STREET  
MOBILE, ALABAMA 36603  
PHONE: (251)950-7446

SEAL:

REVISIONS:

TITLE:

NO. DATE:

PROJECT:

**BALDWIN COUNTY COURTHOUSE  
PLUMBING SYSTEMS UPGRADE**  
BAY MINETTE, ALABAMA

DRAWING: **SANITARY WASTE  
PIPING DEMOLITION  
PLAN - SECOND FLOOR**

SHEET NO. **PD-1.3**

DATE: 06.22.2022

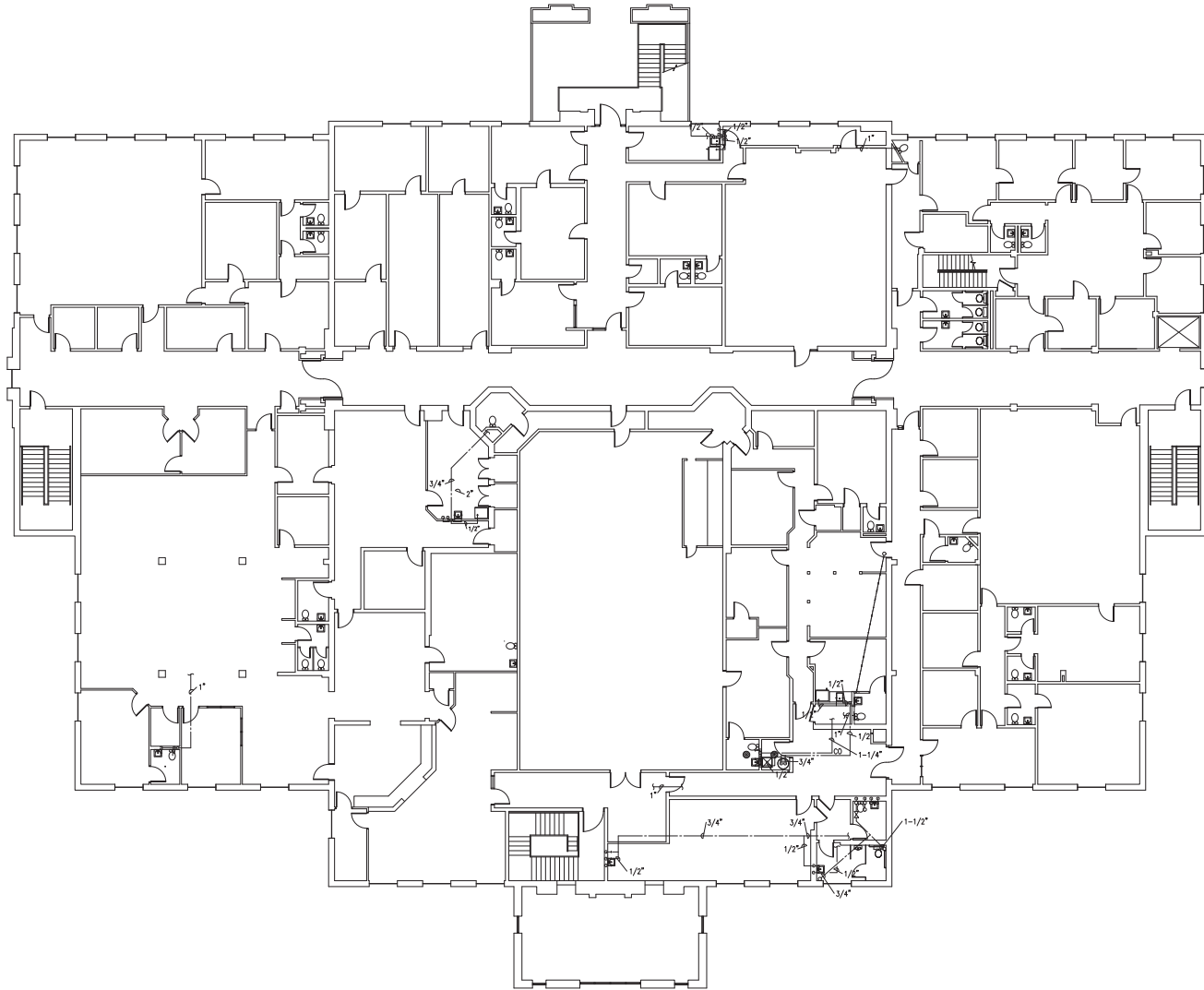
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# DOMESTIC WATER PIPING DEMOLITION PLAN - SECOND FLOOR

SCALE: 3/32" = 1'-0"

(NOTE: PIPING SHOWN THIS SHEET IS ABOVE CEILING OF SECOND FLOOR. THIS PIPING SHOWN FOR INFORMATION ONLY - THERE IS NOT ANY WORK REQUIRED OF THIS SHEET)


DRAWING:  
DOMESTIC WATER  
PIPING DEMOLITION  
PLAN - SECOND FLOOR  
SHEET NO:  
**PD-1.6**

DATE: 06.22.2022  
JOB NO: 20-019

PROJECT:  
BALDWIN COUNTY COURTHOUSE  
PLUMBING SYSTEMS UPGRADE  
BAY MINETTE, ALABAMA

REVISIONS:		TITLE:	
NO.	DATE:		

SEAL:


**H.M. YONGE & ASSOCIATES, INC.**  
CONSULTING ENGINEERS // EST. 1988

353 EAST GREGORY STREET  
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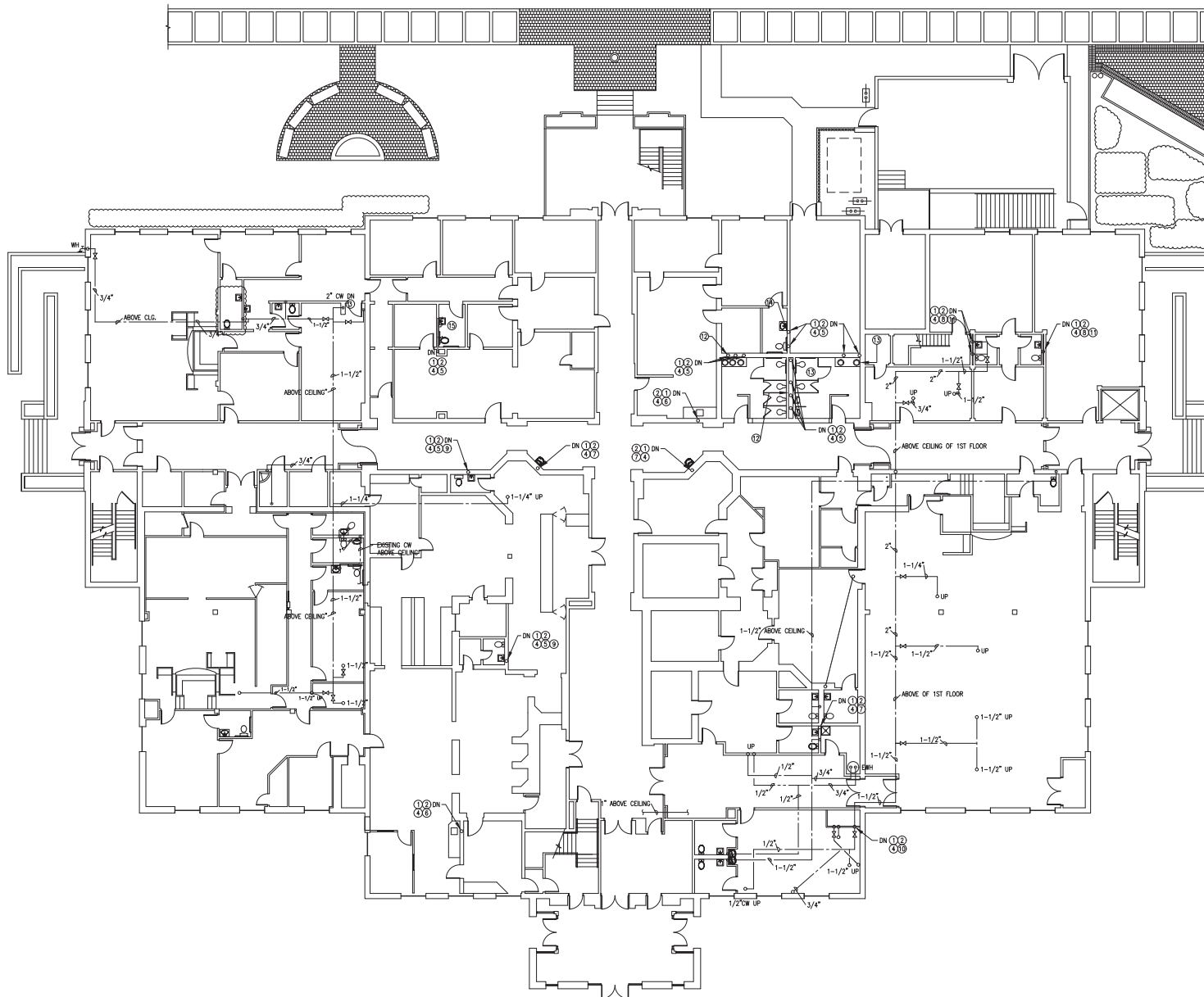












# **DOMESTIC WATER PIPING NEW WORK PLAN - FIRST FLOOR**

SCALE: 3/32" = 1'-0"

(NOTE: PIPING SHOWN THIS SHEET IS ABOVE CEILING OF FIRST FLOOR)

## **DOMESTIC WATER NEW WORK KEYNOTES**

1. NEW DOMESTIC WATER PIPING UP FROM BELOW FLOOR INTO WALL FOR CONNECTION TO EXISTING PLUMBING FIXTURES OR EXISTING DOMESTIC WATER SYSTEM ABOVE CEILING OF FIRST FLOOR. SUPPORT PIPING EVERY 6 FEET AND AT CHANGES IN DIRECTION.
2. LIMITED DEMOLITION OF EXISTING WET WALLS SHALL BE REQUIRED TO ACCOMMODATE INSTALLATION OF NEW WATER PIPING. REPAIR OF DEMOLISHED PORTION OF WALL SHALL BE REQUIRED BY PLUMBING CONTRACTOR.
3. EXISTING 2" DOMESTIC WATER PIPING UP FROM BASEMENT TO REMAIN.
4. PLUMBING CONTRACTOR TO BE RESPONSIBLE FOR REPAIRING PORTIONS OF DEMOLISHED WALL TO MATCH EXISTING CONSTRUCTION AND WALL FINISH. EXISTING CONSTRUCTION AND FINISHES SHALL BE VISITED PRIOR TO BEGINNING ANY WORK. REFERENCE KEY NOTES FOR TYPES OF FINISHES IN AREA OF WORK. WALL CONSTRUCTION VARIES IN THE DIFFERENT LOCATIONS WITH SHEETROCK BEING THE OUTER SURFACE TO WHICH A FINISH IS APPLIED.
5. EXISTING WALL FINISH IS TILE UP TO 48" ABOVE FINISHED FLOOR OVER SHEETROCK WITH PAINT UP TO CEILING.
6. EXISTING WALL FINISH BENEATH COUNTER IS SHEETROCK WITH PAINT.
7. EXISTING WALL FINISH IS PLYWOOD WITH WALLPAPER.
8. EXISTING WALL FINISH IS SHEETROCK WITH WALLPAPER.
9. ENTIRE BATHROOM SHALL HAVE ALL TILE REMOVED AND WALL FINISHED TO BE PREPARED FOR PAINTING. PRIME AND PAINT WALLS TO MATCH EXISTING COLOR.
10. EXISTING WALL FINISH IS SHEETROCK WITH PAINT.
11. EXISTING WALLS SHALL HAVE WALLPAPER REMOVED COMPLETELY. WALL PREPARED FOR PAINTING AND PRIMED AND PAINTED TO MATCH THE EXISTING COLOR.
12. WATER PIPING TO BE INSTALLED FOR THE WOMEN'S BATHROOM WATER CLOSETS SHALL BE ACCESSED FROM THE MEN'S BATHROOM. DO NOT DISTURB WALL FINISHES ON WOMEN'S SIDE OF BATHROOM. WATER PIPING SERVING THE LAVATORIES SHALL BE BENEATH COUNTER BEHIND HANDICAPPED SHIELD. REMOVE SHIELD FOR ACCESS TO WALL. WALL DEMOLITION AND REPAIR SHALL ONLY BE WITHIN THE BOUNDARY OF THE SHIELD. TILE SHALL NOT BE REQUIRED TO BE REPLACED BUT WALL SHALL BE FINISHED WITH SHEETROCK AND PRIMED FOR PAINTING. HANDICAPPED SHIELD SHALL BE REINSTALLED TO MATCH ORIGINAL INSTALLATION. ALL TILE DAMAGED FOR WATER CONNECTIONS TO WATER CLOSETS AND URINALS SHALL BE REPLACED WITH MATCHING TILE AS ACQUIRED FROM BATHROOM ADDRESSED IN KEY NOTE #15.
13. WALL DEMOLITION IN MEN'S BATHROOM SHALL OCCUR ON THE MEN'S SIDE OF THE BATHROOM. WALL DEMOLITION SHALL INCLUDE DEMOLITION TO REPLACE WATER PIPING FOR WATER CLOSETS IN WOMEN'S BATHROOM. DO NOT DISTURB FINISHED TILE IN WOMEN'S BATHROOM BEHIND WATER CLOSETS. WATER PIPING FOR THE LAVATORIES IN THE MEN'S BATHROOM SHALL BE INSTALLED WITH WALL DEMOLITION BEHIND THE HANDICAPPED SHIELD BENEATH THE COUNTER. WALL WORK FOR DEMOLITION AND REPAIR SHALL BE ONLY WITHIN THE BOUNDARY OF THE SHIELD. TILE SHALL NOT BE REQUIRED TO BE REPLACED BEHIND THE SHIELD BUT THE WALL SHALL BE FINISHED WITH SHEETROCK AND PRIMED TO BE PAINTED. HANDICAPPED SHIELD SHALL BE REINSTALLED TO MATCH ORIGINAL INSTALLATION. ALL TILE DAMAGED FOR WATER CONNECTIONS TO WATER CLOSETS AND URINALS SHALL BE REPLACED WITH MATCHING TILE AS ACQUIRED FROM BATHROOM ADDRESSED IN KEY NOTE #15.
14. WALL DEMOLITION FOR INSTALLATION OF NEW WATER PIPING SHALL REQUIRE TILED BEHIND WATER CLOSET AND BENEATH LAVATORY TO BE REMOVED. REPAIR OF WALL OPENINGS SHALL OCCUR WITH THE USE OF MATCHING TILE FROM BATHROOM AS ADDRESSED IN KEY NOTE #15.
15. WALL DEMOLITION FOR THE INSTALLATION OF NEW WATER PIPING SHALL OCCUR BEHIND THE WATER CLOSET AND BENEATH THE LAVATORY. ALL REMAINING TILE ON ALL FLOOR WALLS SHALL BE REMOVED WITH THE INTENT TO BE SALVAGED FOR REUSE IN OTHER BATHROOMS. PLUMBING CONTRACTOR SHALL ESTABLISH A WORST CASE SCENARIO FOR THE COLOR AND QUANTITY OF TILE NEEDED FOR REPAIRS IN ORDER TO INSURE SUCH QUANTITIES ARE AVAILABLE UPON TILE REMOVAL. IN THIS BATHROOM ALL WALLS IN THIS BATHROOM SHALL BE PREPARED FOR PAINTING. WALLS SHALL BE PRIMED AND PAINTED TO MATCH EXISTING COLOR.

**H.M. YONGE & ASSOCIATES, INC.**  
CONSULTING ENGINEERS // EST. 1968



353 ST. ANTHONY STREET  
PENSACOLA, FLORIDA 32502  
PHONE: (850)434-2661

SEAL:

TITLE:

REVISIONS:

NO. DATE:

PROJECT:

**DOMESTIC WATER  
PIPING NEW WORK  
PLAN - FIRST FLOOR**

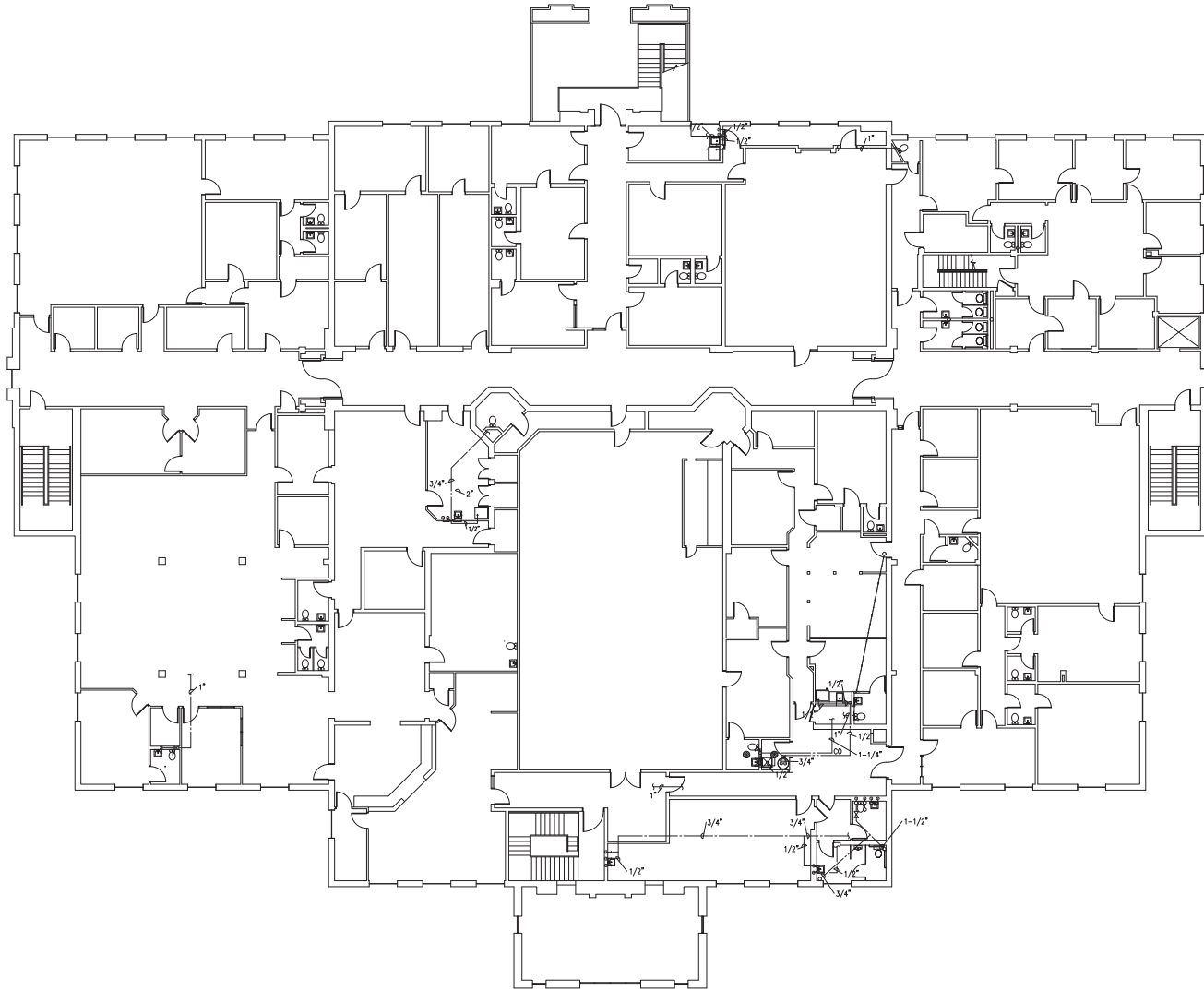
SHEET NO. **P-1.5**

DATE: 06.22.2022

JOB NO: 20-019

**BALDWIN COUNTY COURTHOUSE  
PLUMBING SYSTEMS UPGRADE**  
BAY MINETTE, ALABAMA





# DOMESTIC WATER PIPING NEW WORK PLAN - SECOND FLOOR

SCALE: 3/32" = 1'-0"

(NOTE: PIPING SHOWN THIS SHEET IS ABOVE CEILING OF SECOND FLOOR. THIS PIPING SHOWN FOR INFORMATION ONLY - THERE IS NOT ANY WORK REQUIRED OF THIS SHEET)


DRAWING:  
DOMESTIC WATER  
PIPING NEW WORK  
PLAN - SECOND FLOOR  
SHEET NO:  
**P-1.6**

DATE: 06.22.2022  
JOB NO: 20-019

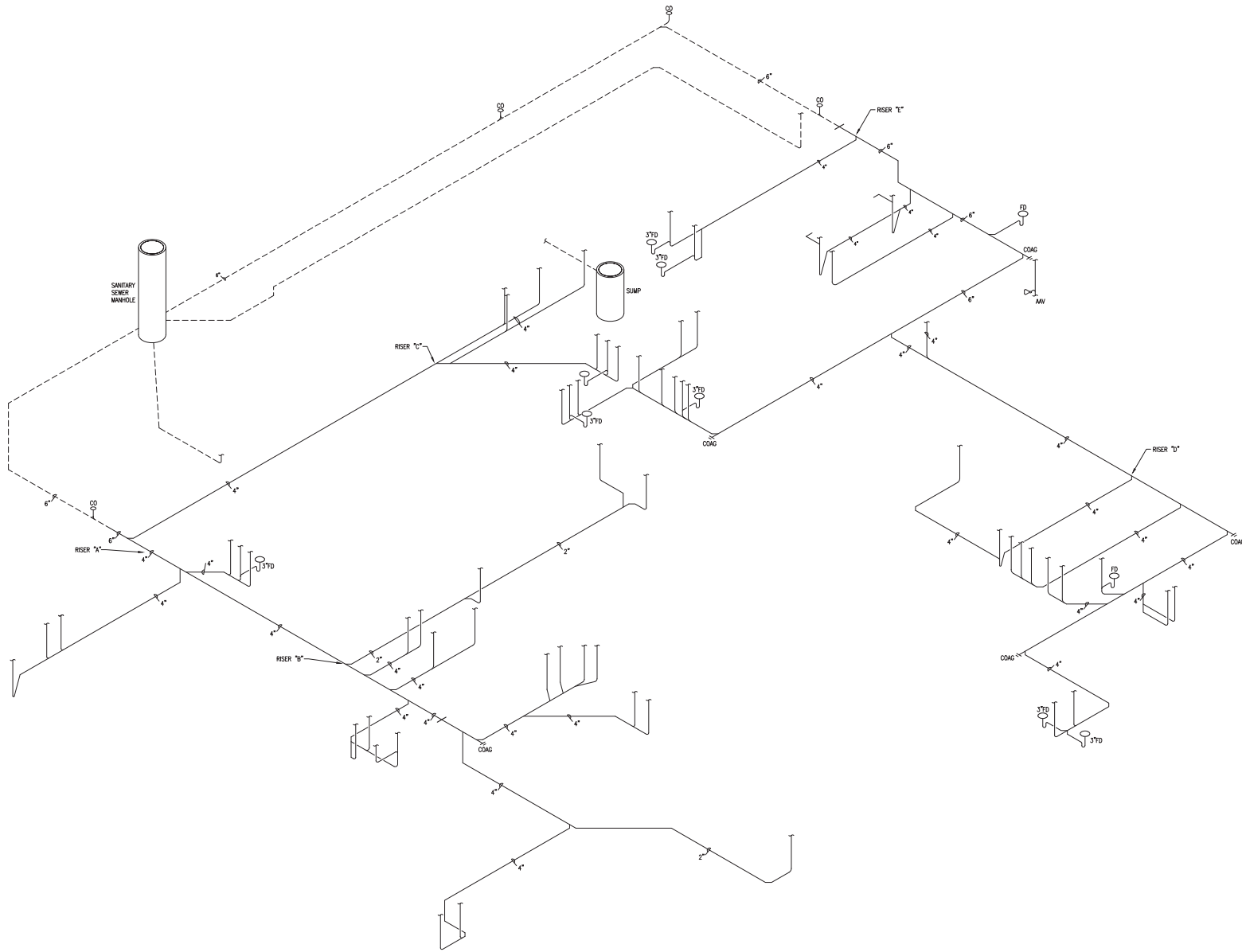
PROJECT:  
BALDWIN COUNTY COURTHOUSE  
PLUMBING SYSTEMS UPGRADE  
BAY MINETTE, ALABAMA

REVISIONS:		TITLE:	
NO.	DATE:		

SEAL:



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CONSULTING ENGINEERS // EST. 1988

353 EAST GREGORY STREET  
PENSACOLA, FLORIDA 32502  
PHONE: (850)434-2661



**SANITARY WASTE RISER DIAGRAM**  
SCALE: NONE

DRAWING: <b>SANITARY WASTE          RISER DIAGRAM</b>	PROJECT: <b>BALDWIN COUNTY COURTHOUSE          PLUMBING SYSTEMS UPGRADE</b> BAY MINETTE, ALABAMA		REVISIONS: <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE:</th> <th>TITLE:</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	NO.	DATE:	TITLE:												
	NO.	DATE:		TITLE:														
SHEET NO: <b>P-2.1</b>	DATE: 06.22.2022	JOB NO: 20-019																



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ST. EAST GREGORY STREET  
 PENSACOLA, FLORIDA 32502  
 PHONE: (850)434-2661



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1047, **Version:** 1

**Item #:** BE8

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/21/2022

**Item Status:** New

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

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

---

### **ITEM TITLE**

Competitive Bid #WG22-49 - Provision of Pest Control for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Take the following actions:

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

### **BACKGROUND INFORMATION**

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

**Background:** This is an annual bid. Staff recommends 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:** 6/21/2022

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

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

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

### **BID #WG22-49 SPECIFICATIONS**

The Baldwin County Commission is seeking bids for pest control services for all Baldwin County Commission facilities.

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.

Bidder shall give unit prices as indicated on the Bid Response Form; prices shall be firm for the period in which the bid is in effect.

**It is the intent of the Baldwin County Commission to award this contract for twenty-four (24) calendar month period beginning on day of award. However, the Baldwin County Commission may, at their option and in agreement with the Successful Bidder, renew the contract for up to one (1) additional year (2024). The Baldwin County Commission will, in writing, notify the Contractor thirty (30) days prior to expiration of the 2022 contract with its intent to extend the contract. The Contractor shall respond in writing to the Baldwin County Purchasing Manager stating it will or will not agree to the contract extension. The said response shall be made to the Baldwin County Purchasing Manager within ten (10) calendar days of receipt of the Commission's intent to extend letter. The prices for 2022 shall also apply to the extension period(s).**

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

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.

Award will be to the lowest responsible bidder meeting specifications. It is not the policy of the Baldwin County Commission to purchase on the basis of low bid only.

Baldwin County Commission reserves the right to reject any and all bids.

### **BID RESPONSE FORM**

Each supplier should use the Response Form provided for their bid. **All exceptions must be listed and attached to the bid response form.**

**The Baldwin County Commission intends to award the bid to one vendor.**

### **BIDDER 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.

### **INSURANCE**

Successful bidder must furnish a Certificate of Insurance that covers General Liability, Auto Liability, Worker's Compensation, and Pesticide or Herbicide Applicator Coverage. Limits will be equal to or more than enclosed specimen.

#### **HOLD HARMLESS PROVISION**

The Contractor shall at all times indemnify and save harmless the County and its Departments, their officers and employees, against all liability, claim of liability, loss, cost or damage, including without limitation death, and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever in the construction work involved in the contract, and will at his expense defend on behalf of the County and its departments, their officers and employees, either or all, any suit brought against them or any of the, arising from any such cause.

#### **CONTRACT CANCELLATION**

The County may terminate the contract with thirty (30) days written notice if it is determined the level of service is inadequate or if the contractor fails to comply with the requirements of the specifications. The County shall be the sole judge of compliance.

#### **SUBMITTALS**

Copies of labels and Material Safety Data Sheets for all chemicals to be used shall be submitted upon request.

#### **ADDITION OF SITES**

Additional sites may be added at the same bid price.

#### **PRODUCT HANDLING**

Use of all means necessary to protect property and buildings before, during and after treatment and to protect the treatment and materials of other work.

In the event of damage, immediately contact the Baldwin County Commission Purchasing Manager and arrange for replacements and repairs.

#### **MATERIALS**

To the extent approved by governmental agencies having jurisdiction, use working solutions as recommended by the manufacture for pest treatments and in accordance with National Pest Control Association standards.

Odorless chemicals shall be used when regular chemicals present an inconvenience (meeting, conferences, seminars, public events, etc.) to personnel or public.

#### **SCOPE OF SERVICES**

Furnish all materials, labor, equipment, and insurance necessary to inspect and service each building as designated or more often if necessary to insure maximum sanitation with respect to vermin and rodents.

Treatment (all buildings) shall include pest control services for complete control of, but not limited to: rats, mice, ants (including carpenter), roaches, beetles (including wood boring), box elder bugs, caterpillars, moths, centipedes, millipedes, lice, mites, crickets, earwigs, silverfish, fire brats, sowbugs, pill bugs, ticks, fleas, spiders, crabs, bedbugs, bees, wasps, yellow jackets and hornets.



Pest Control Services (all buildings) shall include inside premises, outside wall junctures and 5 feet from base of the building.

Pest Control Services will be quoted on a monthly and quarterly basis. If monthly or quarterly service is required, it is designated on the attached Bid Response page. If the building occupants see insects between the treatments, then the exterminating company will come back and re-spray at **no charge**. When a call back is received by the successful bidder to re-spray, a forty-eight (48) hour response is required. Only the areas where insects have been reported will be re-sprayed.

A cost for outside rat bait stations service on a monthly basis should be listed on the Bid Response page.

This service does not include pests that require special treatment, such as termites, snakes, etc.

**All invoices will have a copy of the service ticket attached when submitted for payment. The service ticket must be signed at the time of service by a county employee located at each County facility. Invoices will not be processed if the signed tickets are not attached.**

Prior to all Work of carefully inspect all structures and verify the conditions involved in performing the work. Note that all rodent carcasses and old baits are to be removed from the premises. Avoid damage to property and protect the public, buildings, plants, furniture, etc. which may be damaged in the process of doing work. All damage shall be at the Contractor's expense with no additional cost to the Owner.

In the event upon carrying out the work of this contract the exterminator discovers pest which are not covered by these specifications he will notify the Baldwin County Commission immediately.

Do not dispose of any Pesticides, Rodenticide, or other material on the property.

Contractors must not use Baldwin County sites to prepare or dispose of any pesticide or chemicals, including any pest carcass.

Application or treatment shall be scheduled so as to offer a minimum of interference with normal operations.

**BID #WG22-49 RESPONSE FORM**

Provision of Pests Control Services

Page 1 of 3

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

Out of State \_\_\_\_\_ or \_\_\_\_\_ If yes, \_\_\_\_\_  
Yes No Registration Number

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

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

Company Rep \_\_\_\_\_

\_\_\_\_\_  
(Rep. Name Typed or Printed)

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

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

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

Fax: \_\_\_\_\_

Financing through another agency beside yourself \_\_\_\_\_ or XX  
Yes No

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

\_\_\_\_\_  
Financing Agency Authorized Signature

**All exceptions must be listed and attached to the bid response form.**

**BID #WG22-49 RESPONSE FORM****Provision of Pest Control Services**

All building listed shall be treated monthly and quarterly as designated with no charge follow-up.

M-denotes Monthly treatment and Q denotes quarterly treatments.

<b>Bay Minette</b>	<b>Service</b>	<b>Amount</b>
1 Courthouse Sq Bay Minette Courthouse	Q	
322 Courthouse Sq Bay Minette Admin Bldg	Q	
312 Courthouse Sq Bay Minette Annex Bldg I (JPO)	Q	
175 Courthouse Sq Bay Minette Annex Bldg II (CIS)	Q	
257 Hand Ave Bay Minette Annex Bldg III (Budget/Purchasing)	Q	
105 W. 3rd St Annex Bldg IV (CIS)	Q	
1705 S Hwy 31 Bay Minette Annex Bldg V (Revenue Comm)	Q	
212 Courthouse Sq Bay Minette Annex Bldg VI (Health and Community Corrections)	Q	
2600A N. Hand Ave Bay Minette Board of Education (2 bldgs)	Q	
220 Courthouse Sq Judge of Probate	Q	
320 N. Hoyle Ave., Baldwin County Sheriff's Office	Q	
200 Hand Ave Baldwin County Correction Center (All Bldgs)	M	
210 W. Railroad St Baldwin County Sheriff Maint Shop	Q	
1400 Moran Rd Baldwin County Sheriff's Garage	Q	
305 E 2nd St Baldwin County Archives Bldg	Q	
324 Courthouse Sq Symbol Clinic	Q	
302 Byrne St Bldg	Q	
8700 Live Oak Rd, Bay Minette, AL - Live Oak Landing Park	Q	
55810 Canaan Rd Vaughn Center (Stockton)	Q	
70170 Ralph Gannt Rd, Little River, AL - Little River Sail Center	Q	
51233 Highway 225 (Bicentennial Park)	Q	
107 South St Bay Minette Maintenance Bldg	Q	
203 Dickman Rd Voting Machine Building	Q	
203 Dickman Rd Bay Minette Highway Dept	Q	
43405 Nicholasville Rd Juvenile Detention Center	M	
43205 Nicholasville Rd Transfer Station	M	
15950 Mosley Rd Mill Creek Training Ctr (Sheriff)	Q	
207 N White Ave Baldwin County Level II Shelter	Q	
101 Hand Ave District Attorney's Office	Q	
104 E 5th St BRATS Annex Bldg	Q	
203 Oak St Legislative Delegation/Planning and Zoning Building (3 offices)	Q	
111 E 4th St Baldwin County Sheriff's Support Services	Q	
119 W. 2nd St Board of Registrars	Q	
1016 Moran Road, Sheriff Storage Bldg.	Q	

<b>Loxley</b>	<b>Service</b>	<b>Amount</b>
26941 McBride Road, McBride C&D Landfill	Q	
14771 Longview Drive Loxley SAIL Center	Q	

<b>Robertsdale</b>	<b>Service</b>	<b>Amount</b>
18100 County Rd 54 BRATS	Q	
18126 County Rd 54 Robertsdale Sheriff's Office	Q	



18126 County Rd 54 Robertsdale Sheriff's Storage Facility	Q	
18185 Raymond Fell Dr Sheriffs Quarter Master Bldg. & Maintenance Shop	Q	
18155 Raymond Fell Dr Sheriffs Fort Stewart Facility	Q	
18126B County Rd 54 Baldwin County Coroner's Office	Q	
23100 McAuliffe St Emergency Management Agency (3 bldgs)	Q	
23130 McAuliffe Drive - Old E-911 Revenue Appraisers Office	Q	
22251 Palmer St Robertsdale Central Annex	Q	
22251 Palmer St. Robertsdale Central Annex Solid Waste Drive thru shack	Q	
22070 Hwy 59 S Robertsdale Central Annex II	Q	
23280 Gilbert Dr. Health Department	Q	

<b>Fairhope</b>	<b>Service</b>	<b>Amount</b>
1100 Fairhope Ave Fairhope Courthouse	Q	
918 Fairhope Ave Brats HUB	Q	
20555 Bishop Rd Fairhope CRO/State Probation	Q	
20531 BISHOP RD - House	Q	

<b>Silverhill</b>	<b>Service</b>	<b>Amount</b>
15605 Silverhill Ave., Silverhill Hwy Dept (All Bldgs)	Q	
22230 West Blvd Silverhill Hwy Construction Bldg/Parks Dept.	Q	

<b>Summerdale</b>	<b>Service</b>	<b>Amount</b>
15093 Landfill Drive, Summerdale, AL - Administration Building	M	
15152 Landfill Drive, Summerdale, AL - Maintenance Shop	M	
15118 Landfill Drive, Summerdale, AL - Wash Bay	M	
15186 Landfill Drive, Summerdale, AL - Residential Garbage Collection	M	
15297 Landfill Drive, Summerdale, AL - Scale House	M	
15609 Landfill Loop, Summerdale, AL - Recycle Building	M	
15725 Landfill Loop, Summerdale, AL - Bio Solids Building	M	
15240 County Rd 49 Animal Shelter @ Magnolia Landfill	Q	

<b>Elberta</b>	<b>Service</b>	<b>Amount</b>
17917 C.C. Road, Elberta, AL Eastfork Landfill	M	

<b>Foley</b>	<b>Service</b>	<b>Amount</b>
20764 County Road 24 Foley Highway Dept	Q	
201 E. Section Ave Foley Courthouse	Q	
201 E. Section Ave Foley Building Maintenance Bldg	Q	
1013 N. Juniper St Foley Building Maintenance Dept	Q	

Rat Bait Station Services	M	
Snake Bait Station Services	M	



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1048, **Version:** 1

**Item #:** BE9

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/21/2022

**Item Status:** New

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

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

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### **ITEM TITLE**

Competitive Bid #WG22-50 - Annual Sand Removal, Sifting and Disposition of Sand from County Right-of-Ways onto the Beach on Fort Morgan Peninsula for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the Annual Sand Removal, Sifting and Disposition of Sand from County Right-of-Ways onto the Beach on the Fort Morgan Peninsula; 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 for the annual sand removal, sifting and disposition of sand from County right-of-ways onto the beach on the Fort Morgan Peninsula. This bid will be for a two (2) year period with the option for a twelve (12) month extension. Staff recommends 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:** 6/21/2022

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

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

Mail Bid

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



## **Bid WG22-50 - Scope Of Work**

This project will consist of one or all of the following activities:

- 1) Removal of **all** excess sand deposited on Baldwin County rights-of-ways, and County owned public land, by either natural storm events or by adjacent property owners following natural storm events, depositing the said sand back on other washed-out areas on Baldwin County rights-of-way as directed by the Baldwin County Engineer. All sand deposited on right-of-ways shall be free of objectionable objects as determined by the Baldwin County Engineer. Objectionable objects are defined as any material that is not suitable to be in a roadbed, including but not limited to wood, vegetation, plastics, metal or other organic building materials.;
- 2) Removal of **all** excess sand deposited on Baldwin County rights-of-ways, and County owned public land, by either natural storm events or by adjacent property owners following natural storm events, sifting the said sand to remove all deleterious materials and depositing the sand back on the beaches as directed by the Baldwin County Engineer, and spreading the sand as directed by the Baldwin County Engineer. All sand deposited on the beach shall be sifted and be free from excess deleterious materials. Deleterious material is defined as material other than natural beach sand, including but not limited to rocks, asphalt, concrete, plastics, metal, wood and other building materials. All sand to be placed back on the beaches must be sifted through a sieve with openings no larger than 5/8". All areas where sand is to be deposited on beach shall be cleaned to remove all deleterious material as directed by the Baldwin County Engineer immediately prior to deposition of cleaned sand. Upon completion, all roads shall be swept from edge of pavement to edge of pavement to clear off any excess sand on roads as part of the final cleanup operation.
- 3) Disposal of all deleterious materials removed from said sand by the sifting operation, at a Baldwin County Solid Waste facility. The CONTRACTOR(S) will be responsible for the payment of all applicable tipping fees.
- 4) Disposal of all objectionable objects or large deleterious material (i.e. C&D materials and vegetative debris generated by either natural storm event or by adjacent property owners following natural storm event) removed prior to or during the sand sifting operation, at a Baldwin County Solid Waste facility. The CONTRACTOR(S) will be responsible for the payment of all applicable tipping fees.
- 5) Repair any driveway damaged from the natural storm event or from the sand sifting operation with gravel as directed by the Baldwin County Engineer per ALDOT Standard Specifications for Highway Construction Section 430 B.
- 6) Installation of an inspection tower meeting all OSHA regulations shall be erected by the contractor and paid for under appropriate line item, if required by the County. The platform shall be large enough for 3 inspectors and tall enough to adequately see inside the bed of trucks.

The CONTRACTOR(S) is required to remove all excess sand on all Baldwin County Rights-of-Ways and County owned public Lands, INCLUDING SAND THAT IS MIXED WITH C&D (CONSTRUCTION AND DEMOLITION) AND VEGETATIVE DEBRIS.

If the existing rights-of-ways or county owned public land in the Ft. Morgan are not adequate to perform the sifting operation, it is the responsibility of the CONTRACTOR(S) to acquire temporary right-of-entry permission to use other private property for this operation.

In addition, all Baldwin County rights-of-ways, and County owned public land, must be restored to a relatively uniform "condition" and to allow safe vehicular travel as determined by the Baldwin County Engineer.

Any large amounts of aggregate materials (crushed limestone base, asphalt, etc) separated from sifting operations will be loaded by CONTRACTOR(S) and hauled and spread on County rights-of-ways as directed by the Baldwin County Engineer. If approved by the engineer, this material may be used for driveway repairs at no cost to the County.

All work is to be completed by the Contractor as efficiently and effectively as possible and under the direction of the Baldwin County Highway Department, with concurrence by FEMA (if applicable), the U.S. Fish and Wildlife Service, State Lands ADEM and CORPs of Engineers. The Contractor shall employ enough forces and equipment to complete the project in a timely manner and within the agreed time frame.

The most current applicable laws, rules and guidance from FEMA, the U.S. Fish and Wildlife Service, State Lands ADEM and CORPs of Engineers shall be followed by the Contractor.

### **Time to Complete**

The Contractor shall complete all directed work as set out herein. An estimated time for completion will be determined once extent of damage has been determined and in accordance with this Contract. If the completion of this Contract is delayed by actions of the **County**, then and in such event the time of completion of the Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the **County** and the **Contractor** for reasons of additional time, additional services and/or additional areas of work.

### **Equipment Use**

Equipment which is designated for use under this contract shall not be used for any other work during the working hours of this contract. The Contractor(s) shall not solicit or perform work from private citizens or others to be performed in designated work areas during the duration of this contract.

### **Environmental**

Contractor will be responsible for all environmental permits (if applicable), erosion control, and compliance with Local, State, and Federal laws.

### **Certification of Load Carrying Capacity**

Prior to any vehicle being placed in service for purposes herein, the **Contractor** and all of its subcontractors shall submit to the **County** a certified report indicating the type of vehicle, make and model, license plate number and/or trailer VIN number, assigned debris hauling number and measured maximum volume, in **cubic yards**, of the load bed of each piece of equipment to be utilized to haul debris. The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by the **County** and **Contractor** Representative(s).

### **Traffic Control**

Traffic control is considered incidental to the Project and the contractor is responsible for all traffic control personnel, signage, markings, lights, etc., to be in compliance with the latest edition of the Manual of Uniform Traffic Control Devices, Chapter VI. Work shall be performed so as to allow the least adverse impact to the traveling public.

### **Protection of Existing Structures**

All work shall be accomplished without adversely affecting existing utilities. The selected Contractor(s) shall contact all Utilities, to determine the location of underground utilities (i.e., gas, electric, telephone, cable television) that may be impacted 48 hours before commencement of related debris operations. The Contractor(s) shall be responsible to coordinate the location and relocation of any and all affected utilities. Any damages caused by the contractor shall be repaired to satisfactory condition at no cost to the owner of the said utilities or Baldwin County.

### **Owner Furnished Materials**

Each Bidder is responsible for conducting their own inspection and investigations necessary to determine the extent of the repairs to be made.

### **Bid Response**

Bidder shall provide a unit price bid for all labor, equipment, and materials required to:

**REMOVE** all sand from County rights-of-ways as directed, and **either** **LOAD** material onto trucks and **HAUL** to a sifter where it shall be **SIFTED**, then **LOADED** onto trucks, and **HAULED** to the beach via the nearest access point and **DEPOSITED** and **SPREAD** on the beach as directed by the County **or**, **REMOVE** objectionable objects, **LOAD** sand material onto trucks and **HAUL** to other County right-of-ways and **SPREAD** on said right-of-ways as directed by the County.

**DISPOSE** of all objectionable objects and deleterious material at a Baldwin County Solid Waste facility.

**REPAIR** any driveway damaged from the natural storm event or from the sand sifting operation with gravel as directed by the Baldwin County Engineer per ALDOT Standard Specifications for Highway Construction Section 430 B.



**INSTALL** an inspection tower meeting all OSHA regulations with platform large enough for 3 inspectors and tall enough to adequately see inside beds of trucks.

**III. PROPOSAL FOR BID ANNUAL SAND REMOVAL/SIFTING/ DEPOSITION -  
FORT MORGAN PENINSULA, BID #WG22-50**

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

Proposal of \_\_\_\_\_ (Company Name)

Address \_\_\_\_\_

Company Representative Name (Print or Type) \_\_\_\_\_

Position \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

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

**Base Bid #1.**

Bidder shall provide unit price bid to remove **all** excess sand deposited on Baldwin County rights-of-ways, and County owned public land, by either natural storm events or by adjacent property owners following natural storm events, depositing the said sand back on other washed out areas on Baldwin County rights-of-way as directed by the Baldwin County Engineer. All sand deposited on right-of-ways shall be free of objectionable objects as determined by the Baldwin County Engineer.

\$ \_\_\_\_\_/cy

**Base Bid #2.**

Bidder shall provide unit price bid to remove **all** excess sand deposited on Baldwin County rights-of-ways, and County owned public land, by either natural storm events or by adjacent property owners following natural storm events, sifting the said sand to remove all deleterious materials and depositing the sand back on the beaches as directed by the Baldwin County Engineer, and spreading the sand as directed by the Baldwin County Engineer. All sand deposited on the beach shall be sifted and be free from excess deleterious materials. All sand to be placed back on the beaches must be sifted through a sieve with openings no larger than 5/8". All areas where sand is to be deposited on beach shall be cleaned to remove all deleterious material as directed by the Baldwin County Engineer immediately prior to deposition of cleaned sand. Upon completion, all roads shall be swept from edge of pavement to edge of pavement to clear off any excess sand on roads as part of the final cleanup operation.

\$ \_\_\_\_\_/cy

**Base Bid #3.**

Bidder shall provide unit price bid to dispose of all deleterious materials removed from said sand by the sifting operation, at a Baldwin County Solid Waste facility. The CONTRACTOR(S) will be responsible for the payment of all applicable tipping fees.

\$ \_\_\_\_\_/ton

**Base Bid #4.**

Bidder shall provide unit price bid to dispose of all objectionable objects or large deleterious material (i.e. C&D materials and vegetative debris generated by either natural storm event or by adjacent property owners following natural storm event) removed prior to or during the sand sifting operation, at a Baldwin County Solid Waste facility. The CONTRACTOR(S) will be responsible for the payment of all applicable tipping fees.

\$\_\_\_\_\_/ton

**Base Bid #5.**

Bidder shall provide unit price bid to repair any driveway damaged from the natural storm event or from the sand sifting operation with gravel as directed by the Baldwin County Engineer per ALDOT Standard Specifications for Highway Construction Section 430 B.

\$\_\_\_\_\_/ton

**Base Bid #6.**

Bidder shall provide unit price bid to install an inspection tower meeting all OSHA regulations with platform large enough for 3 inspectors and tall enough to adequately see inside bed of trucks.

\$\_\_\_\_\_/each



#### IV. **BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ of \_\_\_\_\_  
(Contractor Name) (Company Address)

as Principal, and \_\_\_\_\_ of \_\_\_\_\_  
(Surety Name) (Surety Address)

as Surety, is held and firmly bound with the **BALDWIN COUNTY COMMISSION**, Obligee, in the full and just sum of \$ \_\_\_\_\_ lawful money of the United States (Maximum Amount of Bond is \$10,000) for the payment of which sum, well and truly to be made, we bond ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting its proposal for:

**ANNUAL SAND REMOVAL/SIFTING/DEPOSITION -  
FORT MORGAN PENINSULA  
BID #WG22-50**

The primary condition of this obligation is such that, if the aforesaid Principal shall be awarded the contract, the Principal will, within the time required, enter into the formal contract as provided and give a good and sufficient performance bond to secure the performance of the terms and conditions of the contract as awarded. Upon the Principal's timely signature and submittal of the awarded contract, this Bid Bond will be returned by the County.

In the event that the Principal does not timely sign and submit the awarded contract, then the Principal shall pay to the Obligee the difference between the Principal's total bid amount and that amount of the bid as was submitted by the next lowest bidder.

In the event that the Principal is the sole bidder on the project in question, then the total amount of this bond, as noted hereon, shall be retained and/or payable to the Obligee. Any such failure to sign or fully execute the contract as awarded will be deemed as a default of this Bond and any amount deemed by the Obligee to be owed by the Principal will be considered as liquidated damages.

SIGNED, SEALED AND DELIVERED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Name of Contractor's Firm)

Witness as to Principal: \_\_\_\_\_ By: \_\_\_\_\_

Countersigned: \_\_\_\_\_ By: \_\_\_\_\_  
(Name of Surety)

**PROPOSALS WILL NOT BE ACCEPTED UNLESS THIS FORM OF BID BOND IS USED. BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY. POWER OF ATTORNEY FORMS SHALL BE AFFIXED TO BID BOND WHEN SUBMITTING BID.**

**V. PERFORMANCE, MATERIAL AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS,

That we, \_\_\_\_\_

(Name of Contractor)

a corporation, partnership, individual, (underline correct legal title of Contractor), hereinafter called the principal, and

\_\_\_\_\_  
(Name and Address or Legal Title of One or More Sureties)

\_\_\_\_\_

\_\_\_\_\_

hereinafter called the "Surety", or "Sureties", are held firmly bound unto \_\_\_\_\_ the Baldwin County Commission, hereinafter called the "Owner", in the sum of \_\_\_\_\_ DOLLARS and \_\_\_\_\_ CENTS (\$ \_\_\_\_\_) for the payment whereof the Principal and surety, or Sureties, bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, entered into a contract with the Owner for

**ANNUAL SAND REMOVAL/SIFTING/DEPOSITION-  
FORT MORGAN PENINSULA  
BID #WG22-50**

which agreement is by reference made a part hereof:

NOW, THEREFORE, the condition of this obligation is such that if the principal shall faithfully and adequately perform the contract on his part and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect. Default shall be determined within the sole discretion of the County Commission.

PROVIDED, however, that no suit, action or proceedings by reason of any default whatever be brought on his bond after twelve (12) months from the day on which the final payment under the contract fall due.

PROVIDED, further that the said Surety, or Sureties, for value received, hereby stipulate and agree that no charge, extension of time or addition to the terms of the contract or to the work to be performed there under or the specifications thereof shall in any way affect their obligations on this bond, and they do hereby waive notice of any such change, extension of time, alteration to the terms of the contract, or to the work, or to the specifications.

SIGNED, SEALED AND DELIVERED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(individual Principals sign here)

Witnesses: \_\_\_\_\_(SEAL)  
\_\_\_\_\_(SEAL)  
\_\_\_\_\_(SEAL)

(Corporate Principal sign here)

Attest: \_\_\_\_\_  
BY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Surety Sign Here)

\_\_\_\_\_  
Attest: BY: \_\_\_\_\_  
BY: \_\_\_\_\_  
\_\_\_\_\_



## **VI. INSTRUCTIONS TO CONTRACTORS AND INSURERS**

**Note: The Baldwin County Commission must be listed as additional insured for the following:**

### **A. CONTRACTORS AND SUBCONTRACTORS AND INSURANCE**

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

#### **COMPENSATION INSURANCE**

The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance for all of his employees to be engaged in work on the project under his contract, and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. 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. Baldwin County, its departments and its employees shall be named as additional insureds.

### **B. CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

1. 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 and property damage coverage on an accident basis, including damages arising from blasting, explosion or collapse, mechanical equipment, digging in streets or highways, and including completed operations, and Contractual General Liability Insurance shall be \$500,000.00 combined single limit per occurrence for bodily injury and property damage; \$1,000,000.00 aggregate. Baldwin County, its departments and employees shall be named as additional insured.

2. 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.

### **C. 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 per occurrence for bodily injury and property damage. Baldwin County, its departments and employees shall be named as additional insured.

**D. COUNTY'S PROTECTIVE LIABILITY INSURANCE**

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

**E. INDEMNITY AND HOLD HARMLESS PROVISION**

The Contractor shall at all times indemnify and hold harmless the County, and its Commissioners, officers, agents, employees and representatives, from and against all claims, damages, losses, demands, payments, suits, actions, recoveries and judgments of every nature and description and expenses, including, but not limited to, attorneys' fees and costs arising out of, resulting from or related to the performance of the work, provided that any such claim, damage, loss or expense: (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by an act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The Contractor shall assume all risk and bear any loss or injury to property or persons occasioned by neglect or accident during the progress of work until the same shall have been completed and accepted. He shall also assume all blame or loss by reason of neglect or violation of any state or federal law or municipal rule, regulation or order. The Contractor shall give to the proper authorities all required notices relating to the Work, obtain all official permits and licenses and pay all proper fees. He shall make good any injury that may have occurred to any structure or utility in consequence of the Work.

In any and all claims against the County, and its Commissioners, officers, agents, employees or representatives by any employee of the **Contractor**, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under the "INDEMNITY PROVISIONS" shall not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the **Contractor** or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

**F. 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.

This certificate shall be used in submitting evidence of compliance with the above requirements. The insurance company's representative shall execute additional copies as may be required of the certificate. One executed copy shall be forwarded to the Contractor for attachment to the original policy as an endorsement.

**G. AWARD OR REJECTION OF BIDS**

The bid will be awarded to the lowest responsible bidder complying with conditions of the invitation for bids, provided his bid is reasonable and it is in the interest of Baldwin County to accept. The lowest bid will be determined by the lowest average of Base Bids 1 and 2. The Bidder to whom the award is made will be notified at the earliest possible date. Baldwin County, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the County.

**H. CONTRACT PERIOD**

A twenty-four (24) month contract will be established to begin on the date of award with an option to issue one twelve (12) month contract or extend the first contract until such time that a new contract can be bid and awarded. Any additional contract or extension will be at the same prices, terms and conditions. Any successive contract(s) must have the written approval of both the County and the Vendor no later than thirty (30) days prior to the expiration of the original contract.

**I. CANCELLATION CLAUSE**

Baldwin County reserves the right to terminate the contracts prior to the end of the period indicated upon ten (10) day's written notice, for failure to meet required specifications outlined in the bid specifications. In the event of termination, **only work completed prior to the effective date of termination that meets specifications and that has been completed in full** shall be paid by Baldwin County.

**J. PERFORMANCE/BID BOND**

All vendors shall submit a **\$10,000.00 Bid Bond** with their Bid Response. The awarded vendor shall provide the County a **\$200,000.00 Performance Bond** within 15 days after the contract is awarded. Proof of bonding ability for this project must be submitted with bid. The inability to provide a performance bond shall disqualify the contractor, and the vendor shall forfeit their Bid Bond. The performance bond shall be required for the length of the contract.

The Contractor must furnish to the County at the time of the signing of the contract a certificate of insurance coverage as provided in the specifications. **NO BID WILL**



**BE ACCEPTED WITHOUT THE CERTIFICATION OF INSURANCE.**

Bidder(s) must have Contractor's License issued by the Alabama State Licensing Board for General Contractors under the provision of Title 34, Chapter 8, Code of Alabama. Bidder(s) shall submit a copy of license.

**K. POWER OF ATTORNEY**

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

**L. BIDDER QUALIFICATIONS**

The County may make such investigations as they deem necessary to determine the ability of the bidder's qualifications to perform the work, 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. Conditional bids will not be accepted.

**M. PAYMENT**

Subject to the terms of the Contract, payment shall be made as follows:

Contract payments shall be made by the County to the Contractor upon submitting of a billing statement for actual work done by the Contractor. All billing statements must include load tickets verified by the disposal site monitor or weight ticket.

The Contractor, immediately after the completion of the contract for **each storm event**, shall give notice of said completion by an advertisement in some newspaper of general circulation in the local area, for a period of four (4) successive weeks. Proof of publication of said notice shall be made by the Contractor to the County, by affidavit of the publisher and a printed copy of the notice published. The advertisement of completion shall provide that any person having claims for labor and/or materials are requested to file notice of such claims with the County. A five (5%) retainage shall be withheld and shall be released after expiration of 30 days after the completion of the required advertisement.

**N. DEFAULT OF CONTRACT**

If the Contractor fails to begin the work under the contract within the time specified once the Notice to Proceed is issued, or fails to perform the Work with sufficient workers, equipment, or materials to ensure its prompt completion, or performs the Work unsuitably, or neglects or refuses to remove materials or perform anew such work as shall be rejected as defective and unsuitable, or discontinues the prosecution of the Work, or from any other cause whatsoever does not carry on the Work in an acceptable manner, or becomes insolvent or is adjudicated as bankrupt, or commits any act of bankruptcy or insolvency, or allows any final judgment to stand against him unsatisfied for a period of ten (10) days, the County may give notice in writing by registered mail to the Contractor and the Surety of such delay, neglect, or default. If within ten (10) day after such notice the Contractor does not proceed to remedy the fault specified in said notice, or the Surety does not proceed to take over the work for completion, the County shall have full power and authority, without impairing the obligation of the Contract or the Contract Bond, to take over the completion of the Work; to appropriate or use any or all material and equipment on the ground that may be suitable and acceptable; to enter into agreements with others for the completion

of the Contract, according to the terms and provisions thereof, or to use such other methods as in its opinion may be required for the completion of the contract. The Contractor and his Surety shall be liable for all costs and expenses incurred by the County, in completing the Work and also for all liquidated damages in conformity with the terms of the Contract. In case the sum of such expense and such liquidated damages exceed the sum which would have been payable under the Contract, the Contractor and his Surety shall be liable and shall pay to the County the amount of such excess. Notice to the Contractor shall be deemed to be served when delivered to the person in charge or any office used by the Contractor his representative at or near the work or by registered mail addressed to the Contractor at his last known place of business.

**O. CONTRACT AND BOND**

The Bidder to whom award is made, must when requested, enter into written contract on the standard form as set out herein, with satisfactory security in the amount required, within the period as specified, or, if no period is specified, within fifteen (15) days after the required forms are presented to him for signature. Bidder acknowledges and agrees that the terms of the standard form contract shall prevail respecting any conflict between said contract and these bid documents.

3 originals Contracts.

1 original Performance Bond.

1 original Certificate of Insurance certifying compliance with all insurance requirements specified in the bid.

State of Alabama       )  
County of Baldwin    )

## **CONTRACT FOR PROFESSIONAL AND CONSTRUCTION SERVICES**

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

The bid specifications are fully set forth as part of this contract.

### **WITNESSETH:**

**Whereas,**

**Whereas,**

**Whereas,**

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, the sufficiency of which being hereby acknowledged, CONTRACTOR 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. CONTRACTOR:            [CONTRACTOR NAME]
- D. DELETERIOUS MATERIAL: Material other than natural beach sand, including but not limited to rocks, asphalt, concrete, plastics, metal, wood and other building materials.
- E. OBJECTIONABLE OBJECTS: Any material that is not suitable to be in a roadbed, including but not limited to wood, vegetation, plastics, metal or other organic building materials.

**II.   Obligations Generally.** The COUNTY hereby retains, and the CONTRACTOR agrees to perform for the COUNTY, those construction services as hereinafter set forth. This document shall serve as the binding contract for the services of CONTRACTOR. CONTRACTOR shall be on standby upon full execution of



this Contract. CONTRACTOR shall immediately commence performance of the services outlined herein upon issuance of a Notice to Proceed by the Baldwin County Commission or County Engineer as directed by the Baldwin County Commission. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.

- III. Recitals Included. The above recitals and statements are incorporated as part of this Contract and shall have the effect and enforceability as all other provisions herein.
- IV. Professional Qualifications. For the purpose of this Contract, the CONTRACTOR represents and warrants to the COUNTY that it and any and all agents, assigns and subcontractors retained by it to perform work required by this contract possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the 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. CONTRACTOR represents and warrants that CONTRACTOR is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that CONTRACTOR 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. CONTRACTOR shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VIII. Independent Contractor. CONTRACTOR acknowledges that it is an independent contractor, and CONTRACTOR shall at all times remain as such in performing the services under this Contract. CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR is not entitled to unemployment insurance benefits, and CONTRACTOR 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 CONTRACTOR or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR 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:

CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**XVI. Services to be Rendered.** CONTRACTOR is retained by the COUNTY as a licensed and qualified contractor. The general scope of work for the services will encompass the following activities and shall include all the terms and conditions of **Competitive Bid #WG22-50**, the same being expressly incorporated herein by reference, and without limitations will encompass:

- 1) Removal of **all** excess sand deposited on Baldwin County rights-of-ways, and County owned public land, by either natural storm events or by adjacent property owners following natural storm events, depositing the said sand back on other washed out areas on Baldwin County rights-of-way as directed by the Baldwin County Engineer. All sand deposited on right-of-ways shall be free of objectionable objects as determined by the Baldwin County Engineer. Objectionable objects are defined as any material that is not suitable to be in a roadbed, including but not limited to wood, vegetation, plastics, metal or other organic building materials.
- 2) Removal of **all** excess sand deposited on Baldwin County rights-of-ways, and County owned public land, by either natural storm events or by adjacent property owners following natural storm events, sifting the said sand to remove all deleterious materials and depositing the sand back on the beaches as directed by the Baldwin County Engineer, and spreading the sand as directed by the Baldwin County Engineer. All sand deposited on the beach shall be sifted and be free from excess deleterious materials. Deleterious material is defined as material other than natural beach sand, including but not limited to rocks, asphalt, concrete, plastics, metal, wood and other building materials. All sand to be placed back on the beaches must be sifted through a sieve with openings no larger than 5/8". All areas where sand is to be deposited on beach shall be cleaned to remove all deleterious material as directed by the Baldwin County Engineer immediately prior to deposition of cleaned sand. Upon completion, all roads shall be swept from edge of pavement to edge of pavement to clear off any excess sand on roads as part of the final cleanup operation
- 3) Disposal of all deleterious materials removed from said sand by the sifting operation, at a Baldwin County Solid Waste facility. The CONTRACTOR will be responsible for the payment of all applicable tipping fees.



- 4) Disposal of all objectionable objects or large deleterious material (i.e. C&D materials and vegetative debris generated by either natural storm event or by adjacent property owners following natural storm event) removed prior to or during the sand sifting operation, at a Baldwin County Solid Waste facility. The CONTRACTOR will be responsible for the payment of all applicable tipping fees.
- 5) Repair any driveway damaged from the natural storm event or from the sand sifting operation with gravel as directed by the Baldwin County Engineer per ALDOT Standard Specifications for Highway Construction Section 430 B.
- 6) Installation of an inspection tower meeting all OSHA regulations shall be erected by the contractor and paid for under appropriate line item, if required by the County. The platform shall be large enough for 3 inspectors and tall enough to adequately see inside the bed of trucks.

The CONTRACTOR is required to remove all excess sand on all Baldwin County Rights-of-Ways and County owned public Lands, INCLUDING SAND THAT IS MIXED WITH C&D (CONSTRUCTION AND DEMOLITION) AND VEGETATIVE DEBRIS.

If the existing rights-of-ways or county owned public land in the Ft. Morgan are not adequate to perform the sifting operation, it is the responsibility of the CONTRACTOR to acquire temporary right-of-entry permission to use other private property for this operation.

In addition, all Baldwin County rights-of-ways, and County owned public land, must be restored to be relatively uniform manner and to allow safe vehicular travel as determined by the Baldwin County Engineer.

Any large amounts of aggregate materials (crushed limestone base, asphalt, etc) separated from sifting operations will be loaded by CONTRACTOR and hauled and spread on County rights-of-ways as directed by the Baldwin County Engineer.

All work is to be completed by the Contractor as efficiently and effectively as possible and under the direction of the Baldwin County Highway Department, with concurrence by the U.S. Fish and Wildlife Service, State Lands and CORPs of Engineers. The Contractor shall employ enough forces and equipment to complete the project in a timely manner within the agreed time frame.

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

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

CONTRACTOR 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, by and through its County Engineer, shall provide reasonable notice to CONTRACTOR whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of CONTRACTOR's services hereunder or any defect or nonconformance in the work of CONTRACTOR.

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

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

In the event of termination, the COUNTY shall pay CONTRACTOR 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 CONTRACTOR shall be the full compensation for all work performed by CONTRACTOR under this Contract. Any and all additional expenditures or expenses of CONTRACTOR, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by CONTRACTOR or paid by COUNTY.

**XX. Direct Expenses.** Compensation to CONTRACTOR for work shall be paid **[specify applicable rate or lump sum]**. 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.** CONTRACTOR 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 CONTRACTOR.

Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the CONTRACTOR. 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 both the expiration of twenty-four (24) months or upon a written notification thereof received by either party within the required thirty (30) day period. This Contract may be extended for up one (1) additional twelve (12) month period, with the written consent of both parties. 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.** Contractor shall indemnify, defend and hold the 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 the provision of services hereunder, or any act or omission, by CONTRACTOR. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as additional insured. This indemnification shall survive the expiration or termination of this Contract.
- XXV. Number of Originals.** This Contract shall be executed with three originals, each of which are equally valid as an original.
- XXVI. Governing Law.** This Contract in all respects, including without limitation its formation, validity, construction, enforceability, and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.
- XXVII: Insurance:** Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting



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

IN WITNESS WHEREOF, the parties, 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:

\_\_\_\_\_/\_\_\_\_\_  
JAMES E. BALL, Chairman / Date

\_\_\_\_\_/\_\_\_\_\_  
RONALD J. CINK, /Date

**NOTARY AND SIGNATURE PAGE TO FOLLOW**

State of Alabama)

County of Baldwin)

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that, James E. Ball, whose name as Chairman of Baldwin County Commission, and Ronald J. Cink, whose name as Budget Director, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officer 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 \_\_\_\_\_, 2022.

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

CONTRACTOR:

*INSERT NAME OF CONTRACTOR*

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

State of Alabama)

County of Baldwin)

I, \_\_\_\_\_, a Notary Public in and for said County and State, hereby certify that \_\_\_\_\_ whose name as \_\_\_\_\_ of \_\_\_\_\_, 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 \_\_\_\_\_, 2022.

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



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1050, **Version:** 1

**Item #:** BE10

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/21/2022

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director / Joey Nunnally, County Engineer / Tyler Mitchell, Construction Manager

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

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### **ITEM TITLE**

Competitive Bid #WG22-51 - Provision of Paint Striping Materials for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Take the following actions:

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

### **BACKGROUND INFORMATION**

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

**Background:** This is an annual bid. Staff recommends the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of Paint Striping 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:** 6/21/2022

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

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

Mail Bid

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

## **BID #WG22-51 SPECIFICATIONS**

### **Provision of Paint Striping Materials**

#### **BID RESPONSE FORM**

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

#### **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. 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.

Purchase Orders will be issued for the materials.

#### **CONTRACT PERIOD**

**It is the intent of the Baldwin County Commission to award this contract for a twelve (12) calendar month period. However, the Baldwin County Commission may, at their option and in agreement with the Successful Bidder, renew the contract for up to two (2) additional years (2023 and 2024), in twelve (12) month increments. The Baldwin County Commission will, in writing, notify the Supplier thirty (30) days prior to expiration of the 2021 contract with its intent to extend the contract. The prices for 2022 shall also apply to the extension period(s).**

#### **Glass Spheres & High Build Traffic Paint**

Materials shall be in accordance with section 856 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, and any ALDOT Special Provisions which may supersede this publication.

All Bid unit prices shall include delivery fees to Baldwin County facility.

Manufacturer shall furnish test reports when requested.

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

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

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

**BID #WG22-51 RESPONSE FORM**

Provision of Paint Striping Materials

Page 1 of 3

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

Out of State \_\_\_\_\_ or \_\_\_\_\_ If yes, \_\_\_\_\_  
Yes No Registration Number

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

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

\_\_\_\_\_

\_\_\_\_\_

Company Rep. \_\_\_\_\_  
(Rep. Name Typed or Printed)

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

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

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

Fax: \_\_\_\_\_

Supply Location \_\_\_\_\_

**Glass Spheres, AASHTO Standard Type 1, Drop on Application, Shipped in 50-90 lb Moisture Proof Bags on Pallets**

Picked up by Baldwin County \$ \_\_\_\_\_ per pound

Delivered to Baldwin County \$ \_\_\_\_\_ per pound

**Glass Spheres, AASHTO Standard Type 4, Drop on Application, Shipped in 50-90 lb Moisture Proof Bags on Pallets**

Picked up by Baldwin County \$ \_\_\_\_\_ per pound

Delivered to Baldwin County \$ \_\_\_\_\_ per pound



**BID #WG22-51 RESPONSE FORM**

Provision of Paint Striping Materials

Page 2 of 3

**Glass Spheres, AASHTO Standard Type 1, Drop on Application, Shipped in Bulk Sacks on Pallets (approximately 2000 lbs.)**

Picked up by Baldwin County      \$ \_\_\_\_\_ per pound

Delivered to Baldwin County      \$ \_\_\_\_\_ per pound

**Glass Spheres, AASHTO Standard Type 4, Drop on Application, Shipped in Bulk Sacks on Pallets (approximately 2000 lbs.)Moisture Proof Bags on Pallets**

Picked up by Baldwin County      \$ \_\_\_\_\_ per pound

Delivered to Baldwin County      \$ \_\_\_\_\_ per pound

**Paint, Class 1H, High Build, Yellow Traffic Line, 275 Gallon IBC Storage System**

Picked up by Baldwin County      \$ \_\_\_\_\_ Each

Delivered to Baldwin County      \$ \_\_\_\_\_ Each

**Paint, Class 1H, High Build, White Traffic Line, 275 Gallon IBC Storage System**

Picked up by Baldwin County      \$ \_\_\_\_\_ Each

Delivered to Baldwin County      \$ \_\_\_\_\_ Each

**Paint, Class 1H, High Build, Yellow Traffic Line, 5 Gallon IBC Storage System**

Picked up by Baldwin County      \$ \_\_\_\_\_ Each

Delivered to Baldwin County      \$ \_\_\_\_\_ Each

**Paint, Class 1H, High Build, White Traffic Line, 5 Gallon IBC Storage System**

Picked up by Baldwin County      \$ \_\_\_\_\_ Each

Delivered to Baldwin County      \$ \_\_\_\_\_ Each

**BID #WG22-51 RESPONSE FORM**

Provision of Paint Striping Materials

Page 3 of 3

**Paint, Class 1H, High Build, Blue Traffic Line, 5 Gallon IBC Storage System**

Picked up by Baldwin County                 \$ \_\_\_\_\_ Each

Delivered to Baldwin County                 \$ \_\_\_\_\_ Each

**Paint, Class 1H, High Build, Black Traffic Line, 5 Gallon IBC Storage System**

Picked up by Baldwin County                 \$ \_\_\_\_\_ Each

Delivered to Baldwin County                 \$ \_\_\_\_\_ Each



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1055, **Version:** 1

**Item #:** BE11

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/21/2022

**Item Status:** New

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

**Submitted by:** Wanda Gautney, Purchasing

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### **ITEM TITLE**

Competitive Bid #WG22-52 - Provision of Hydraulic Mulches 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 Hydraulic Mulches; 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. Staff recommends the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of Hydraulic Mulches.

### **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:** 6/21/2022

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

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

Mail Bid

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

### **BID #WG22-52 SPECIFICATIONS**

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

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

Bid award will not be made until the County Engineer or his designated personnel have been completely satisfied with the product results. Prime consideration for bid award will be the performance of the product.

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 manufacturers but is solely for the purpose of indicating the type, size and quality of equipment considered best adapted to Baldwin County.

It is the intent of the Commission to award to one (1) bidder. The award shall be for twelve (12) calendar months. Prices shall be firm for the bid period effective the date of award.

### **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.**

### **DELIVERY**

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

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

### **GENERAL SPECIFICATIONS**

#### **Wood Fiber Mulch - Conweb Fibers 2000 by Profile Products LLC or equal**

The mulch material shall consist of pure wood fibers manufactured expressly from virgin wood chips. The chips shall be processed in such manner as to contain no trace of lead paint, varnish, printing ink, petroleum-based compounds or seed germination inhibitors.

**Fiber shall not be produced from unknown origin recycled material such as sawdust, paper, cardboard, or residue from chlorine bleached paper mills.**

1. Materials: 100% wood fiber, dark green marker dye, guar gum hydro-colloid tackifier.
2. pH Range: 4.8 +-2.
3. Moisture Content: 12 +-3% percent maximum.
4. Wood Fiber: 97%
5. Organic Content: 96.2% +-4.
6. Tackifier: 3% Guar Gum Hidro-colloid Tackifier.

7. Ash Content: .8% +-.4.
8. Water Holding Capacity: 1350% percent minimum.
9. Packaging: 50-pound UV resistant bags, with UV resistant pallet cover.

**Wood Fiber and Cellulose Fiber Mulch - Conweb Fibers Enviroblend by Profile Products LLC or equal**

1. Materials: Wood Fiber, Cellulose Fiber, dark green marker dye.
2. pH Range: 4.8 +-2.
3. Moisture Content: 12 +-3% percent maximum.
4. Wood Fiber: 70% minimum.
5. Cellulose Fiber: 30% maximum.
6. Organic Content: 97%.
7. Ash Content: 1.6% +-2.
8. Water Holding Capacity: 1100% percent minimum.
9. Packaging: 50-pound UV resistant bags, with UV resistant pallet cover.

**APS 700 Series Silt Stop (Polyacrylamide Erosion Control Emulsion) by Applied Polymer Systems or equal**

APS 700 Series Silt Stop is a soil specific tailored polyacrylamide co-polymer emulsion for erosion control. It reduces and prevents erosion of fine particles and colloidal clays for water.

Specifications/Compliances:

- ANSI/NSF Standard 60 Drinking water treatment chemicals.
- EPS/600/4-90/027F 48 Hr. Acute Static Toxicity Test (Daphnia Magna)

Packaging: APS 700 Series Silt Stop is packaged in 50-pound bags.

Technical Information:

Appearance / White Granular Powder  
 Bulk Density - 40-50 Lbs/Cubic Foot  
 Percent Moisture - 15% Maximum  
 pH 0.5% Solution - 6-8  
 Shelf Life - 1 year

Coverage:

- 1.3 - 10.0 Lbs/Acre (Dry)
- 1.3 - 10.0 Lbs/Acre (Liquid)



**BID #WG22-52 RESPONSE FORM**

**Provision of Hydraulic Mulches**

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

Out of State \_\_\_\_\_ or \_\_\_\_\_ If yes, \_\_\_\_\_  
Yes No Registration Number

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

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

\_\_\_\_\_

\_\_\_\_\_

Company Rep. \_\_\_\_\_  
(Rep. Name Typed or Printed)

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

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

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

Fax: \_\_\_\_\_

Financing through another agency beside yourself \_\_\_\_\_ or \_\_\_\_\_  
Yes No

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

\_\_\_\_\_  
Financing Agency Authorized Signature

Any brochures or specification materials that provide information about the item(s) being bid should be attached to this Response Form.

**Wood Fiber Mulch**

**Wood Fiber & Cellulose Fiber Mulch**

Amount Bid: \$ \_\_\_\_\_  
50 lb. bag

Amount Bid: \$ \_\_\_\_\_  
50 lb. bag

**APS 700 Series Silt Stop (Polyacrylamide Erosion Control Emulsion)**

Amount Bid: \$ \_\_\_\_\_  
50 lb. bag



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1061, **Version:** 1

**Item #:** BE12

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/21/2022

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director / Zach Hood, EMA Director / Tom Tyler, EMA Deputy Director

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

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### **ITEM TITLE**

Competitive Bid #WG22-53 - Provision of On-call Equipment Rental (Forklift Services) with Operator for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve the specifications for the Provision of On-call Equipment Rental (Forklift Services) with Operator and authorize the Purchasing Director to place a competitive bid; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

### **BACKGROUND INFORMATION**

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

**Background:** Staff is requesting that a competitive bid be placed for the rental of forklift services with operator that the County can utilize during declared emergencies to help load and unload emergency supplies at the Emergency Management Agency distribution sites throughout the County. Staff recommends the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of On-call Equipment Rental (Forklift Services) with Operator.

### **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:** 6/21/2022

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

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

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



### **BID #WG22-53 SPECIFICATIONS**

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

Bidder shall give a daily, weekly and monthly rental rate as indicated on the Bid Response Form. The rate shall include all applicable charges, to include but not limited to delivery, maintenance, operator, etc. There shall be no overtime charges.

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.

Baldwin County will terminate rental with one (1) day written notice to supplier. If the rental is terminated during the month, then the rate will be prorated by the day or week. **NOTE:** Month is designated as thirty (30) days. Purchase Orders will be issued at the time of planned services. All operators and equipment shall be furnished by the Contractor.

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

### **AWARD**

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

The bid price will be firm for one (1) calendar year period, to begin on the day of the bid award.

**PROOF OF INSURANCE MUST BE INCLUDED WITH BID RESPONSE.**

### **DELIVERY**

Delivery shall be as soon as possible but not more than twenty-four (24) hours after receipt of order. Delivery will be to various locations throughout Baldwin County.

### **TRAFFIC CONTROL, SAFETY ITEMS**

Contractor shall erect all warning signs, and provide the appropriate personnel, if required, and all other items required to safely handle traffic through work area. Traffic Control Devices shall be provided by the Contractor. Traffic Control Devices provided must comply with MUTCD.

### **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; \$5,000.00 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**

The Contractor shall at all times indemnify and save harmless the County and its Departments, their officers and employees, against all liability, claim of liability, loss, cost or damage, including without limitation death, and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever in the construction work involved in the contract, and will at his expense defend on behalf of the County and its departments, their officers and employees, either or all, any suit brought against them or any of the, arising from any such cause.

### **CANCELLATION CLAUSE**

Baldwin County reserves the right to terminate the contract prior to the end of the period indicated upon thirty (30) day's written notice, for failure to meet required specifications. In the event of termination, **only** work performed prior to the effective date of termination **that meets specifications and that has been received in full** shall be paid by Baldwin County.

### **SCOPE OF SERVICES**

#### **ON-CALL EQUIPMENT RENTAL (FORKLIFT SERVICES) with OPERATOR**

Bid Prices shall be an all-inclusive hourly rate for a 1-person crew that includes but is not limited to mobilization, demobilization, labor, equipment, and all other incidental expenses that are required to complete the tasks.

#### **Toyota Model 7FGU25 Forklift or Equivalent**

##### **Dimensions:**

Length to Fork Face	7.81 ft. in
Overall Width	3.5 ft. in
Overall, Height- Mast Lowered	6.73 ft. in
Right Angle Stack	7.86 ft. in
Turning Radius	6.46 ft. in

##### **Mast:**

Load Center	24 in.
Load Capacity	5000 lb.
Lift Speed	118 ft/ min

##### **Specifications:**

##### **Engine:**

Power	53hp
Power Measured @	2400 RPM
Fuel Type	Gas/ LPG

##### **Operational:**

Tire Type	cushion
Number of Front Wheels	2
Number of Rear Wheels	2
Max Speed	10.6 mph

### **General**

1.To provide, on a rental basis, equipment described in the attached specifications and operator on an "as needed" basis, where directed, within Baldwin County.



2. To maintain the equipment in good mechanical and operating condition and to make all the repairs and/or replacements at the CONTRACTOR'S EXPENSE.
3. The equipment described in the specifications shall be provided to the COUNTY upon purchase orders issued at time of services.
4. To furnish all fuel, oil, lubricants. Operator and necessary operating attachments.
5. The CONTRACTOR shall permit BALDWIN COUNTY to review all records relating to labor and equipment utilized under the terms of this agreement.
6. The CONTRACTOR is responsible for all costs incurred in the delivery and pick up of the equipment.
7. Rental equipment shall be completely fueled and ready for operation prior to start of hourly charge.

### **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 precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- 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.

### **Scheduling and Duration**

The Contractor shall provide and operate the equipment intermittently, as needed by the Baldwin County Commission. The Baldwin County Commission will usually notify the Contractor at least one week prior to scheduled contract work unless circumstances require a more immediate response.

### **Performance**

The Baldwin County Commission reserves the right, at the time of delivery, to inspect the equipment and reject because of condition, and the Contractor will have the option to replace the equipment with another acceptable, equivalent unit. If Baldwin County Commission deems the equipment unsafe or the equipment is unable to operate, the Contractor will replace the equipment with another acceptable unit or the Baldwin County Commission will assign the work to another Contractor.

Operators shall be familiar with the work to be performed and have sufficient skill and experience to perform the Contract work properly. Operators determined by the Baldwin County Commission to be below normal acceptable standards of production or workmanship will be replaced with another acceptable operator immediately or the Baldwin County Commission will assign the Work to another Contractor. At the minimum, operators shall have sufficient experience, as determined by the Commission, within the last five years performing applicable work and performing work in or adjacent to traffic, instream, or as otherwise required. Operators

shall have sufficient general knowledge of the related laws. Regulations, specifications, and practices to make informed decisions regarding compliance.

**BID #WG22-53 RESPONSE FORM**

Provision of On Call Equipment Rental (Forklift Services) with Operator

Page 1 of 2

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

Out of State \_\_\_\_\_ or \_\_\_\_\_ If yes, \_\_\_\_\_  
Yes No Registration Number

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

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

\_\_\_\_\_

\_\_\_\_\_

Company Rep. \_\_\_\_\_  
(Rep. Name Typed or Printed)

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

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

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

Fax: \_\_\_\_\_

Financing through another agency beside yourself \_\_\_\_\_ or \_\_\_\_\_  
Yes No

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

\_\_\_\_\_  
Financing Agency Authorized Signature

**Brochures showing the equipment offered should be attached to this Response Form or a Description of Equipment should be attached.**

## **BID #WG22-53 RESPONSE FORM**

### Provision of On-Call Equipment Rental (Forklift Services) with Operator

Page 2 of 2

### **Forklift Equipment Rental with Operator**

Bid Prices shall be an all-inclusive hourly, daily, weekly, and monthly rate that includes but is not limited to mobilization, demobilization, labor, equipment, and all other incidental expenses that are required to complete the tasks.

DELIVERED

HOURLY LABOR RATE \$\_\_\_\_\_/Hour per Forklift with Operator

DAILY LABOR RATE \$ \_\_\_\_\_/Day per Forklift with Operator

WEEKLY LABOR RATE \$ \_\_\_\_\_ /Week per Forklift with Operator

MONTHLY LABOR RATE \$ \_\_\_\_\_/Month per Forklift with Operator

State of Alabama        )

County of Baldwin     )

## **CONTRACT FOR PROFESSIONAL AND CONSTRUCTION SERVICES**

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

### **WITNESSETH:**

**Whereas,**

**Whereas,**

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

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

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

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



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

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

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

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

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

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

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

and the creation of such a relationship is prohibited and void.

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

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

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

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

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

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

PROVIDER:

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

**XVI. Services to be Rendered.** PROVIDER is retained by the COUNTY as a professionally qualified **contractor**. The general scope of work for the services shall include all the terms and Conditions of “**Competitive Bid #WG22-53**”, the same being expressly incorporated herein by reference, and without limitation will encompass:

**“All provisions and conditions and/or specifications listed/stated in Competitive Bid #WG22-53 named, Provision of On Call Equipment Rental (Forklift Services) with Operator 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 may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the PROVIDER. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

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

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

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

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

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

**XXII. Effective and Termination Dates.** This Contract shall be effective for twelve (12) months and commence immediately upon the same date as full execution, with an option to issue two (2) twelve (12) month contracts or extend the first contract until such time that a new contract can be bid and awarded. And additional contract or extensions will be at the same prices, terms and conditions. Any successive contract(s) must have the written approval of both the County and the Provider no later than thirty (30) days prior to the expiration of the original contract. [Nothing herein stated shall



prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

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

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

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

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

**XXVII: Insurance:** Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which

shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.

**XXVIII: 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 effectiveness 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. 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



PROVIDER:

Insert Name

\_\_\_\_\_/

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

Its \_\_\_\_\_

State of Alabama)

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

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

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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





# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1053, **Version:** 1

**Item #:** BE13

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/21/2022

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director / Baldwin County Coroner, Dr. Brian Pierce

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

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### **ITEM TITLE**

Contracts for Request for Proposals (RFP) for Transportation Services of Human Remains for the Baldwin County Coroner

### **STAFF RECOMMENDATION**

Award the Request for Proposals (RFP) for Transportation Services of Human Remains to **Lifestar Alternative Transportation Service, LLC**, and **Coastal Body Removal & Transportation, LLC**, per the attached Award Listing and authorize the Chairman to execute the Contracts. (Contracts are effective for twelve (12) months commencing immediately upon the same date as its full execution, with an option to issue two (2) additional twelve (12) month contracts.)

### **BACKGROUND INFORMATION**

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

04/19/2022: Approved the attached Request for Proposals (RFP) for Transportation Services of Human Remains and authorized the Purchasing Director to advertise the RFP.

**Background:** During its meeting held on April 19, 2022, the Commission approved the Request for Proposals for Transportation Services of Human Remains for the Baldwin County Coroner. Two (2) companies submitted a proposal. The Coroner, Dr. Brian Pierce, would like to award the RFP to both companies using a rotating call schedule for the services as stated in the Request for Proposals. Staff recommends awarding the Request for Proposals (RFP) for Transportation Services of Human Remains per the attached Award Listing to Lifestar Alternative Transportation Service, LLC, and Coastal Body Removal & Transportation, LLC, and authorize the Chairman to execute the Contracts. Award Listing attached for review.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** Variable

**Budget line item(s) to be used:** 10052400.51500

**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 Services Contract

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 6/21/2022

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

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

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

**RFP for Transportation Services of Human Remains for the Baldwin County Coroner**  
**Award Listing**  
**Effective 6/21/2022 through 6/21/2023**

<b>BIDDER:</b>	<b>Lifestar</b>
<b>AMOUNT BID:</b>	All Calls 100 miles or less \$225.00 All Calls greater than 100 miles \$2.50 per mile

<b>BIDDER:</b>	<b>Coastal Body Removal &amp; Transportation</b>
<b>AMOUNT BID:</b>	<u>Option One:</u> Transport within Baldwin County \$200.00 Transport outside Baldiwn County \$250.00

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 **Lifestar Alternative Transportation Service, LLC**, (hereinafter referred to as "PROVIDER").

The Request for Proposals specifications are fully set forth as part of this Contract.

### **WITNESSETH:**

**Whereas**, at its regular meeting on April 19, 2022, the COUNTY authorized staff to solicit a Request for Proposals (RFP) for Transportation Services of Human Remains for the Baldwin County Coroner; and

**Whereas**, the PROVIDERS responded to the Request for Proposals (RFP) and was chosen by the COUNTY to provide the needed services in accordance with the Request for Proposals (RFP) and Response.

**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: Lifestar Alternative Transportation Service, LLC

**II. Obligations Generally.** The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those professional services as hereinafter set forth.



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

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

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

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

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

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

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

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

and void.

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

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

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

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

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

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

PROVIDER: Lifestar Alternative Transportation Service, LLC  
ATTN: Stephen Crossland  
17365 Highway 98  
Foley, AL 36535

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

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

**"All provision and conditions and/or specifications listed/stated in the Request for Proposals for Transportation Services of Human Remains for the Baldwin County Coroner."**

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

**XVII. General Responsibilities of the COUNTY.**

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

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

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

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

**XX. Direct Expenses.** Compensation to PROVIDER for work shall be paid **"Calls 100 miles or less \$225.00 and Calls greater than 100 miles \$2.50 per mile."** Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services

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

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

**XXII. Effective and Termination Dates.** This Contract shall be effective for twelve (12) months and commence immediately upon the same date as its full execution, with an option to issue two (2) additional twelve (12) month contracts or extend the first contract until such time that a new contract can be bid and awarded. Any additional contract or extensions will be at the same prices, terms and conditions. Any successive contract(s) must have the written approval of both the County and the Provider no later than thirty (30) days prior to the expiration of the original contract. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

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



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

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

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

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

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

COUNTY

ATTEST:

\_\_\_\_\_/\_\_\_\_\_  
JAMES E. BALL, Chairman /Date

\_\_\_\_\_/\_\_\_\_\_  
Ronald J. Cink, /Date  
Budget Director

State of Alabama )

County of Baldwin )

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

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

**SIGNATURE AND NOTARY PAGE TO FOLLOW**

PROVIDER:

***Lifestar Alternative Transportation Service, 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 Lifestar Alternative Transportation Service, 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 Lifestar Alternative Transportation Service, LLC.

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

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 **Coastal Body Removal & Transportation, LLC**, (hereinafter referred to as "PROVIDER").

The Request for Proposals specifications are fully set forth as part of this Contract.

#### **WITNESSETH:**

**Whereas**, at its regular meeting on April 19, 2022, the COUNTY authorized staff to solicit a Request for Proposals (RFP) for Transportation Services of Human Remains for the Baldwin County Coroner; and

**Whereas**, the PROVIDERS responded to the Request for Proposals (RFP) and was chosen by the COUNTY to provide the needed services in accordance with the Request for Proposals (RFP) and Response.

**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: Coastal Body Removal & Transportation, LLC

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

PROVIDER: Coastal Body Removal & Transportation, LLC  
ATTN: Marion "Lee" Steiner  
18924 James Road  
Gulf Shores, AL 36542

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

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

**"All provision and conditions and/or specifications listed/stated in the Request for Proposals for Transportation Services of Human Remains for the Baldwin County Coroner."**

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

**XVII. General Responsibilities of the COUNTY.**

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

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

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

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

**XX. Direct Expenses.** Compensation to PROVIDER for work shall be paid **“Option 1: Transport within Baldwin County \$200.00 and Transport outside Baldwin County \$250.00.”** Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services

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

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

**XXII. Effective and Termination Dates.** This Contract shall be effective for twelve (12) months and commence immediately upon the same date as its full execution, with an option to issue two (2) additional twelve (12) month contracts or extend the first contract until such time that a new contract can be bid and awarded. Any additional contract or extensions will be at the same prices, terms and conditions. Any successive contract(s) must have the written approval of both the County and the Provider no later than thirty (30) days prior to the expiration of the original contract. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

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



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

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

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

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

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

COUNTY

ATTEST:

\_\_\_\_\_/\_\_\_\_\_  
JAMES E. BALL, Chairman /Date

\_\_\_\_\_/\_\_\_\_\_  
Ronald J. Cink, /Date  
Budget Director

State of Alabama )

County of Baldwin )

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

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

**SIGNATURE AND NOTARY PAGE TO FOLLOW**

PROVIDER:

***Coastal Body Removal & Transportation, 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 Coastal Body Removal & Transportation, 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 Coastal Body Removal & Transportation, LLC.

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1057, **Version:** 1

**Item #:** BE14

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/21/2022

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director / Brian Peacock, CIS Director / Madison Steele, Parks Department Horticulturist / Tom Granger, P.E. Sawgrass Consulting, LLC

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

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### **ITEM TITLE**

Hurricane Sally - FEMA Parks Projects - Permission to Advertise

### **STAFF RECOMMENDATION**

Take the following actions:

1) Approve the Purchasing Director and Consulting Engineer to place competitive bids for the following Hurricane Sally FEMA Parks projects:

Perdido Bay Park Pier Restoration

Lillian Boat Launch and Park (Fishing Pier, Boardwalk, Bulkhead) Restoration

2) Approve and authorize the Chairman to execute the attached U. S. Department of Army, Corps of Engineers Permit Application for the bulkhead replacement at Lillian Boat Launch.

### **BACKGROUND INFORMATION**

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

**Background:** The Perdido Bay Park Pier and Lillian Boat Launch and Park, which includes the fishing pier, boardwalk and bulkhead were damaged during Hurricane Sally. Construction plans, contracts and environmental clearances are in the final stages and will be ready to bid once completed. The Engineer, Tom Granger, with Sawgrass Consulting, LLC, has submitted for Commission approval the permit application that must be executed and submitted to the U. S. Department of Army, Corps of Engineers in order for us to begin work on the bulkhead at the Lillian Boat Launch.

Funding for these projects are 75% FEMA funds with a 25% County match.

### **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:** 6/21/2022

**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 & Letter to Engineer with executed Corp of Engineers permit application.

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

THIS FORM IS TO BE USED FOR PROPOSED ACTIVITIES IN WATERS OF THE UNITED STATES  
WITHIN THE POLITICAL BOUNDARIES OF THE STATE OF ALABAMA.

<b>1. DATE:</b> 06      /      01      /      2022 month      day      year	<b>Application Number:</b> _____ <div style="text-align: right;">(Agency Use Only)</div>
<b>2. APPLICANT INFORMATION:</b> Name: _____ James E. Ball Company: _____ Chairman-Baldwin County Commission Mailing Address: _____ 312 Courthouse Square Suite 12 Bay Minette, AL 36527  Telephone Number and Email (during business hours): A/C ( 251 ) _____ 580-2520 Email: _____ jeb.ball@baldwincountyal.gov	<b>3. PROJECT LOCATION:</b> Street Address: _____ City/Community: _____ Lillian County: _____ Baldwin Name of Waterway: _____ Perdido Bay Latitude: _____ 30.406 Longitude: _____ 87.437 (Provide Lat/Long in decimal degrees, if available) Section _____ 26    Township _____ 7S    Range _____ 6E County Parcel Identification Number (PID): _____ 05-52-07-26-0-002-066.000 (PID is typically located on property tax receipt)
<b>4. DESIGNATION OF AGENT, STATEMENT OF AUTHORIZATION:</b> N/A <input type="checkbox"/> (check here if applicant is not designating an agent) I hereby designate and authorize  <div style="text-align: center;">           _____ Thomas E. Granger, P.E.            (Print Name of Designated Agent)         </div> to act on my behalf in the processing of this permit application and to furnish, upon request, supplemental information in support of the application.  <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;">           _____            Signature of Applicant         </div> <div style="width: 45%;">           _____            Date         </div> </div>	<b>AGENT INFORMATION:</b> Name: _____ Thomas E. Granger, P.E. Company: _____ Sawgrass Consulting, LLC Mailing Address: _____ 30673 Sgt. E.I. "Boots" Thomas Dr. Spanish Fort, AL 36527  Telephone Number and Email (during business hours): A/C ( 251 ) _____ 544-7900 Email: _____ tgranger@sawgrassllc.com
<b>5. PROJECT DESCRIPTION:</b> In addition to required attachments such as drawings/plans, provide a detailed narrative description of the project. Include <u>all</u> aspects of the project, describing completely and in detail. Provide the dimensions (in feet) of any structures such as piers, wharfs, bulkheads, pipelines, boathouses, boat ramps, groins, jetties, and appurtenances, as well as the dimensions (in feet/square feet) and volume (in cubic yards) of any dredging, excavation, or fill activities. Indicate the method(s) of construction and how the site would be accessed (i.e. by barge or land). Attach additional sheets if necessary. This Project consists of the removal and replacement of approximately 260 lf of vinyl sheetpile bulkhead wall which protects the Lillian Boat Launch which is owned and operated by the Baldwin County Commission. The existing bulk head and boardwalk, which was heavily damaged during Hurricane Sally will be removed and the materials disposed offsite. A new vinyl sheetpile wall with new timber support piles and timber tie-back piles will be driven in the same footprint of the existing wall. The wooden Boardwalk which was constructed on-top of the bulkhead will also be replaced with new timber beams, stringers, and decking. Approximately 200 cy of backfill will be place behind the wall to replace material which was removed during Hurricane Sally. The Baldwin County Commission is not requesting to extend the wall into Perdido Bay beyond its current location.	

- 6. DREDGING:** For projects with dredging, show locations and dimensions of proposed dredge area(s) on attached plans. Include existing and proposed depths. N/A ☒ (check here if dredging is not proposed)
- a. New Work ☐ Maintenance Work ☐
- b. Volume (cubic yards) of material to be removed: \_\_\_\_\_
- c. Type of material (sand, muck, hard bottom, etc.): \_\_\_\_\_
- d. Surface area (square feet) impacted: \_\_\_\_\_
- e. Method of dredging or excavation (hydraulic pump, mechanical, etc.): \_\_\_\_\_
- f. Nature of area to be dredged (check all that apply) Upland ☐ Wetland ☐ Waterbottom ☐ Other ☐ (explain): \_\_\_\_\_

- 7. DISCHARGE OF DREDGED OR FILL MATERIAL:** For projects with discharge of dredged or fill material, show locations and dimensions of all disposal or fill areas on attached plans. N/A ☒ (check here if discharge of dredged or fill material is not proposed)
- a. Volume (cubic yards) of fill: \_\_\_\_\_
- b. Type of fill (sand, clay, rip-rap, etc.): \_\_\_\_\_
- c. Surface area (square feet) impacted: \_\_\_\_\_
- d. Source of fill material (check all that apply): Commercially obtained ☐ Dredged material ☐ Borrowed on-site ☐ Other ☐ (explain): \_\_\_\_\_
- e. How will discharge material be contained? Specify containment and/or erosion control measures (i.e. Best Management Practices): \_\_\_\_\_
- f. Nature of disposal/fill area(s) (check all that apply.) Upland ☐ Wetland ☐ Waterbottom ☐ Other ☐ (explain): \_\_\_\_\_

- 8. ADDITIONAL INFORMATION:** Provide information below relating to the proposed activity.
- a. Are oyster reefs located within or near the project area? Yes ☐ No ☒ If yes, explain: \_\_\_\_\_
- b. Will this project result in the siting, construction, and/or operation of an energy-related facility? Yes ☐ No ☒
- c. Is the project area greater than 5 acres in size? Yes ☐ No ☒
- d. Is any portion of the activity for which authorization is sought now complete? Yes ☐ No ☒ If yes, explain: \_\_\_\_\_
- \_\_\_\_\_ Month and year activity took place: \_\_\_\_\_
- e. If project is for maintenance work of existing structures or channels, describe legal authorization for the existing work. Provide permit number, dates, or other form of authorization: \_\_\_\_\_ Unknown

- 9. PURPOSE AND NEED:** Describe the purpose and need of the project. Describe any public benefit, if applicable. Describe the relationship between the project and any secondary or future development the project is designed to support: This Project will  
a vinyl sheetpile Bulkhead and wooden boardwalk which is utilized by the Public as part of the Lillian Boat Launch. The  
wall protects the Boat Launch and surrounding Park area owned and operated by the Baldwin County Commission.  
Intended use: Public ☒ Private ☐ Commercial ☐ Other ☐ (explain): \_\_\_\_\_

- 10. PROJECT SCHEDULE:**  
Proposed start date: September 2022 Proposed completion date: January 2023

- 11. ADJACENT PROPERTY OWNER NAMES AND MAILING ADDRESSES:** Provide the names and mailing addresses of adjoining property owners, lessees, etc. whose property adjoins the project. Also, identify the location of each owner's property on the plan view drawings. Attach additional sheets as needed.
- Owner's Name: MULLIS, WALLACE T Owner's Name: LINDSEY, DONALD R ETAL LINDSEY, LI  
Mailing Address: P O BOX 1189 Mailing Address: P O BOX 2493  
ORANGE BEACH, AL 36561 PENSACOLA, FL 32503

- 12. OTHER AUTHORIZATIONS OR CERTIFICATIONS:** List all authorizations or certifications requested, received, and/or required from other federal, state, or local agencies for any structures, construction, discharges, or other activities described in or directly related to this application. Note: The signature in Section 14 certifies that application has been made to or that permits are not required from the following agencies. If permits are not required, place "N/A" in space for Type of Approval.

Name of Federal, State, or Local Agency	Type of Approval	Identification No.	Date of Application	Date of Approval	Date of Denial
U.S. Army Corps of Engineers					
Alabama Dept. of Environmental Management (ADEM)					
Alabama Dept. of Conservation and Natural Resources, State Lands Division (ADCNR-SLD)					
Alabama State Docks					
City/County/Other: _____					

**13. ATTACHMENTS:** In addition to the completed application form, the following attachments are **REQUIRED**:

**Vicinity Map:** Show the location of the proposed site in relation to major highways, landmarks, and nearby streets.

**Drawings:** Provide plan view and cross-section or elevation view drawings of the project site. Drawings **must**:

1. Show fully-dimensioned and accurate representations of the existing and proposed structures and activities.
2. For projects located in or adjacent to waterways, clearly indicate the location of the Mean High Water and Mean Low Water lines (in tidally influenced areas) or the Ordinary High Water mark (in non-tidal creeks, rivers, etc.) along the shoreline or bank.
3. For projects located in or adjacent to waterways, include the width of the waterbody at the site location.

**All attachments must be of reproducible quality. For hard copy applications, attachments must be on 8 ½ inch x 11 inch paper.**

**14. SIGNATURE OF APPLICANT OR AGENT (REQUIRED):** Application is hereby made for authorization to conduct the activities described herein. I agree to provide any additional information/data that may be necessary to provide reasonable assurance or evidence to show that the proposed project will comply with the applicable state water quality standards or other environmental protection standards both during construction and after the project is completed. For projects within the coastal area of Mobile and Baldwin Counties, I certify that the proposed project for which authorization is sought complies with the approved Alabama Coastal Area Management Program and will be conducted in a manner consistent with the program. I agree to provide entry to the project site for inspectors from the environmental protection agencies for the purpose of making preliminary analyses of the site and monitoring permitted works. I certify that I am familiar with and responsible for the information contained in this application, and that to the best of my knowledge and belief such information is true, complete and accurate. I further certify that I possess the authority to undertake the proposed activities or I am acting as the duly authorized agent of the applicant.

\_\_\_\_\_  
Signature of Applicant or Agent

\_\_\_\_\_  
Date

18 U.S.C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly and willingly falsifies, conceals, or covers up by any trick, scheme or device a material fact or make any false, fictitious or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five years or both.

**15. APPLICATION SUBMISSION INFORMATION:** Contact the U.S. Army Corps of Engineers prior to submitting the application if you have any questions or to request acceptable alternate content/format. **For electronic submittals (preferred method), please use the email addresses listed below.** An instruction package, example SPCC plans, and other information are available upon request.

NOTE: Fees may be required in conjunction with ADEM certification. ADEM will contact the applicant with fee requirements. Fees may also be required by the ADCNR-SLD for dredging activities and projects impacting State-Owned Submerged Lands. ADCNR-SLD will contact the applicant with fee requirements.

Submit the completed and signed application (with original or digital signature) and attachments to the appropriate U.S. Army Corps of Engineers office below:

<b>For activities in the following counties in Alabama:</b> <i>Baldwin, Butler, Choctaw, Clarke, Coffee, Conecuh, Covington, Crenshaw, Dale, Escambia, Geneva, Henry, Houston, Marengo, Mobile, Monroe, Washington, and Wilcox</i>	<b>For activities in all other counties in Alabama:</b> <i>(Portions of northern Alabama counties may be within the U.S. Army Corps of Engineers Nashville District area of responsibility. Please contact the Nashville District Regulatory Division at (615) 369-7500 for more information)</i>
U.S. Army Corps of Engineers, Mobile District Attention: CESAM-RD-A Post Office Box 2288 Mobile, Alabama 36628-001 Phone: (251) 690-2658 Web: <a href="http://www.sam.usace.army.mil">www.sam.usace.army.mil</a>  <b>Email: <a href="mailto:CESAM-RD@sam.usace.army.mil">CESAM-RD@sam.usace.army.mil</a></b>	U.S. Army Corps of Engineers, Mobile District Attention: Regulatory Division, North Branch 218 Summit Parkway, Suite 222 Homewood, Alabama 35209 Phone: (205) 290-9096 Web: <a href="http://www.sam.usace.army.mil">www.sam.usace.army.mil</a>  <b>Email: <a href="mailto:RD-N2@usace.army.mil">RD-N2@usace.army.mil</a></b>

Additionally, submit a signed paper or electronic copy of the application package to the appropriate state agencies below:

<b>For activities in the following counties in Alabama:</b> <i>Baldwin, Mobile, and Washington</i>		<b>For activities statewide in Alabama:</b> <i>(For northern counties, contact the Nashville District as noted above)</i>	
Coastal Section-Mobile Branch Field Operations Division, ADEM 3664 Dauphin Street, Suite B Mobile, AL 36608  Phone: (251) 304-1176 Fax: (251) 304-1189 Web: <a href="http://www.adem.state.al.us">www.adem.state.al.us</a>  <b>Email: <a href="mailto:coastal@adem.alabama.gov">coastal@adem.alabama.gov</a></b>	ADCNR, State Lands Division Coastal Section 3115 Five Rivers Boulevard Spanish Fort, AL 36527  Phone: (251) 621-1216 Fax: (251) 621-1331 Web: <a href="http://www.outdooralabama.com">www.outdooralabama.com</a>	Field Operations Division, ADEM Post Office Box 301463 Montgomery, AL 36110-2059  Phone: (334) 394-4311 Fax: (334) 394-4326 Web: <a href="http://www.adem.state.al.us">www.adem.state.al.us</a>  <b>Email: <a href="mailto:fieldmail@adem.alabama.gov">fieldmail@adem.alabama.gov</a></b>	Alabama State Port Authority Attn: Harbormaster P.O. Box 1588 Mobile, AL 36633  Phone: (251) 441-7074 Fax: (251) 441-7390 Web: <a href="http://www.asdd.com">www.asdd.com</a>  <b>Email: <a href="mailto:harbormaster@asdd.com">harbormaster@asdd.com</a></b>





# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1054, **Version:** 1

**Item #:** BE15

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/21/2022

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director / Terri Graham, Solid Waste Director / Ed Fox, Landfill Manager / Daniel Wells, CDG Engineers

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

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### **ITEM TITLE**

Pre-qualification of Contractors for Construction of Magnolia Sanitary Landfill Cell 9 Located in Summerdale, Alabama for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve the following three (3) pre-qualification applications for the construction of Magnolia Sanitary Landfill Cell 9 located in Summerdale, Alabama: Atlantis Commercial Group, Inc., McDonald Construction Co., Inc., and Pickett Industries, LLC; and
- 2) Reject the applications of the following two (2) applicants as non-qualified: T & K Construction, LLC, and KDF Enterprises, LLC; and
- 3) Authorize the Purchasing Director and the Engineer to bid the project.

### **BACKGROUND INFORMATION**

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

04/19/2022: Authorized the Purchasing Director to advertise for the Pre-Qualification of Contractors for the construction of Magnolia Sanitary Landfill Cell 9 located in Summerdale, Alabama.

**Background:** The pre-qualification applications of contractors were received in the Purchasing Office on May 13, 2022, at 2:00 P.M. Five (5) applications were received. Staff members Wanda Gautney, Purchasing Director, Cian Harrison, Clerk/Treasurer, Terri Graham, Solid Waste Director, Commissioner Billie Jo Underwood, Ed Fox, Landfill Manager, Michelle Criswell, Assistant Purchasing Director, Daniel Wells, Engineer with CDG Engineers and Suzanne Doughty, Solid Waste Accounting Manager, met on May 26, 2022, at 1:00 P.M. to review the applications.

The staff recommendation is to approve the following three (3) applications: Atlantis Commercial Group, Inc., McDonald Construction Co., Inc., and Pickett Industries, LLC, and reject the following

two (2) applicants as non-qualified: T & K Construction, LLC, and KDF Enterprises, LLC, and authorize the Purchasing Director and Engineer to bid the project.

**FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

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

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

**LEGAL IMPACT**

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

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** 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:** 6/21/2022

**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

choose to know  
**Montgomery Advertiser**  
montgomeryadvertiser.com

Daily-Montgomery, Montgomery County, AL

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

E-Verify#: DHS72179

**PROOF OF PUBLICATION**

State of Alabama

County of Montgomery:

Before the undersigned authority personally appeared said Legal Clerk who on oath, says that he/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:

Ad Number: 0005224632


Was Published in said newspaper in the issue(s) dated:

MGM-Montgomery Advertiser


04/22/2022, 04/29/2022, 05/06/2022

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 \$521.85

  
\_\_\_\_\_  
Legal Clerk

Subscribe and sworn before me this 6th day of May, 2022

  
\_\_\_\_\_  
Notary Public, State of Wisconsin, County of Brown

8-25-23  
\_\_\_\_\_  
My Commission expires

SHELLY HORA  
Notary Public  
State of Wisconsin

MAY 16 2022

**ADVERTISEMENT  
PRE-QUALIFICATION FOR BALDWIN  
COUNTY COMMISSION PROJECTS  
"MAGNOLIA SANITARY LANDFILL CELL  
9 CONSTRUCTION"  
"LOCATED IN SUMMERDALE, ALABA-  
MA"**

All prospective Bidders must be pre-qualified with the Baldwin County Commission to bid on the "Magnolia Sanitary Landfill Cell 9 Construction". Pre-qualification Applications are available from Wanda Gautney, Baldwin County Purchasing Department, 257 Hand Avenue, Bay Minette, Alabama 36507. Failure to submit such application shall render the Bidder non-responsive and will not be permitted to bid on these projects. To pre-qualify with the Commission, each prospective Bidder must furnish written evidence of competency and evidence of financial responsibility to the County. Accordingly, the County will not accept Pre-qualification Applications after 2:00 P.M. on May 13, 2022. Upon submittal of the Pre-qualification Application, the Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Application if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the Work. All Applicants will be notified prior to Bid.

**Project Description:**

The principal items of work include the following:

102,000 CYIP of Unclassified Excavation  
30,000 CYIP Structural Fill  
20,360 CYIP 12" Compacted Clay Liner, from Offsite  
30,540 CYIP 18" Sand Drainage Layer  
542,000 SFIP Geosynthetic Clay Liner  
542,000 SFIP 60 mil HDPE Geomembrane (Textured)  
542,000 SFIP Double-Sided Geocomposite Drainage Net  
24,000 SFIP 8 oz/SY Non-Woven Geotextile Filter Fabric  
542,000 SFIP 20 mil Protective Cover  
650 L.F. 4"x8" Dual Containment Force Main to Existing Manholes  
2 EA Leachate Sump Pump and Control Panel  
2 EA Vault Assembly

The estimated construction cost is \$3,500,000.00 to \$4,000,000.00.  
Mont. Adv. 4/22, 4/29, 5/6/2022  
5224632





AL Legal Liner

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

AD#: 0010308133

Total

\$486.75

State of Alabama,) ss

County of Jefferson)

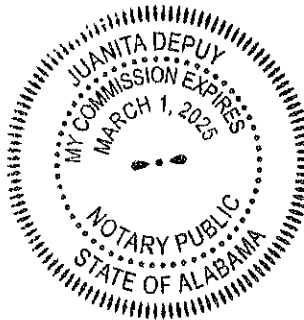
Catherine Copas being duly sworn, deposes that he/she is principal clerk of Alabama Media Group; that The Birmingham News is a public newspaper published in the city of Birmingham, with general circulation in Jefferson County, and this notice is an accurate and true copy of this notice as printed in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

The Birmingham News 04/22, 04/29, 05/06/2022

Principal Clerk of the Publisher

Sworn to and subscribed before me this 6th day of May 2022

Notary Public



ADVERTISEMENT  
PRE-QUALIFICATION FOR BALDWIN COUNTY  
COMMISSION PROJECTS  
"MAGNOLIA SANITARY LANDFILL CELL 9  
CONSTRUCTION"  
"LOCATED IN SUMMERDALE, ALABAMA"

2 EA Vault Assembly  
The estimated construction cost is  
\$3,500,000.00 to \$4,000,000.00.

Bham News: April 22, 29, May 6, 2022

All prospective Bidders must be pre-qualified with the Baldwin County Commission to bid on the "Magnolia Sanitary Landfill Cell 9 Construction". Pre-Qualification Applications are available from Wanda Gautney, Baldwin County Purchasing Department, 257 Hand Avenue, Bay Minette, Alabama 36507. Failure to submit such application shall render the Bidder non-responsive and will not be permitted to bid on these projects. To pre-qualify with the Commission, each prospective Bidder must furnish written evidence of competency and evidence of financial responsibility to the County. Accordingly, the County will not accept Pre-qualification Applications after 2:00 P.M., on May 13, 2022. Upon submittal of the Pre-qualification Application, the Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Application if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the Work. All Applicants will be notified prior to Bid.

**Project Description:**

The principal items of work include the following:

102,000 CYIP of Unclassified Excavation  
30,000 CYIP Structural Fill  
20,360 CYIP 12" Compacted Clay Liner, from Offsite  
30,540 CYIP 18" Sand Drainage Layer  
542,000 SFIP Geosynthetic Clay Liner  
542,000 SFIP 60 mil HDPE Geomembrane (Textured)  
542,000 SFIP Double-Sided Geocomposite Drainage Net  
24,000 SFIP 8 oz/SY Non-Woven Geotextile Filter Fabric  
542,000 SFIP 20 mil Protective Cover  
650 L.F. 4"x8" Dual Containment Force Main to Existing Manholes  
2 EA Leachate Sump Pump and Control Panel

7



AL Legal Liner

# Press Register

## LEGAL AFFIDAVIT

AD#: 0010308187

Total

\$324.51

State of Alabama,) ss

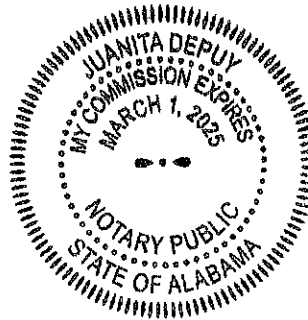
County of Mobile)

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 04/22, 04/29, 05/06/2022

Principal Clerk of the Publisher

Sworn to and subscribed before me this 6th day of May 2022



Notary Public

ADVERTISEMENT  
PRE-QUALIFICATION FOR BALDWIN COUNTY  
COMMISSION PROJECTS  
"MAGNOLIA SANITARY LANDFILL CELL 9  
CONSTRUCTION"

"LOCATED IN SUMMERDALE, ALABAMA"  
All prospective Bidders must be pre-qualified with the Baldwin County Commission to bid on the "Magnolia Sanitary Landfill Cell 9 Construction". Pre-Qualification Applications are available from Wanda Gautney, Baldwin County Purchasing Department, 257 Hand Avenue, Bay Minette, Alabama 36507. Failure to submit such application shall render the Bidder non-responsive and will not be permitted to bid on these projects. To pre-qualify with the Commission, each prospective Bidder must furnish written evidence of competency and evidence of financial responsibility to the County. Accordingly, the County will not accept Pre-qualification Applications after 2:00 P.M., on May 13, 2022. Upon submittal of the Pre-qualification Application, the Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Application if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the Work. All Applicants will be notified prior to Bid.

Project Description:

The principal items of work include the following:

102,000 CYIP of Unclassified Excavation  
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20,360 CYIP 12" Compacted Clay Liner, from Offsite  
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24,000 SFIP 8 oz/SY Non-Woven Geotextile Filter Fabric  
542,000 SFIP 20 mil Protective Cover  
650 L.F. 4"x8" Dual Containment Force Main to Existing Manholes  
2 EA Leachate Sump Pump and Control Panel  
2 EA Vault Assembly

The estimated construction cost is  
\$3,500,000.00 to \$4,000,000.00.  
PRESS REGISTER  
April 22, 29, May 6, 2022



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1049, **Version:** 1

**Item #:** BE16

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/21/2022

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director / Brian Peacock, CIS Director / Madison Steele, Parks Horticulturist / Junius Long, Building Facilities Coordinator

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

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### **ITEM TITLE**

Quotes for Repairs to Josephine Park Boardwalk Located in Josephine, Alabama for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Award the lowest quote for the repairs to the Josephine Park Boardwalk to **Harris and Company, LLC**, in the amount of **\$26,800.00** and authorize the Chairman to execute the Public Works Contract and the Certificate of Compliance.

### **BACKGROUND INFORMATION**

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

**Background:** Staff received two (2) quotes for the repairs to the Josephine Park Boardwalk located in Josephine, Alabama. The rotten wood will be removed on the boardwalk and replaced. The lowest quote was received from Harris & Company, LLC, in the amount of \$26,800.00. Staff recommends the Commission award the quote to Harris & Company, LLC, and authorize the Chairman to execute the Public Works Contract and the Certificate of Compliance.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$26,800.00

**Budget line item(s) to be used:** 1445720.55901

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

### **LEGAL IMPACT**

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

Standard County Public Works Contract

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 6/21/2022

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

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

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



# HARRIS & CO.

Land and Fence

Harris and Company, LLC.  
Robertsdale, Alabama

DATE: 5-7-2022

CUSTOMER: Baldwin County

Removal and disposal of decking boards, frame boards, hand rails  
and 1x4 deco. "Everything decked up."

Replace Frame boards with 2x6 treated

Replace Deco 1x4 with 1x4 treated

Use 3-3.5 inch exterior decking screws

Add 3 joist 2x6's treated per bay (to meet specs for composite board)

Replace deck boards with composite decking (5/4x6)

Replace top rail with double composite decking

Use all stainless screws for composite decking

total Estimate = \$26,800.00

Approx 220 pieces of Evergrain Decking

Approx 150 treated 2x6's

Approx 120 treated 1x4's

Approx 100 2x6 joist hangers

All screws are exterior and stainless

HARRIS & CO.

DATE

CUSTOMER

DATE

# Tindle Construction

General Contracting

Ronnie W. Tindle: Project Manager  
Office: (251)675-6117  
Cell: (251)463-2804  
ronnie@tindleconstruction.net  
210 Saraland Blvd. S.  
Saraland, AL 36571

Donald W. (Buck) Tindle: Owner

June 1, 2022

Baldwin County Commission  
22251 Palmer Street  
Robertsdale AL. 36567  
ATTN: Chris Bulman

Project: Josephine Park Boardwalk

Tindle Construction, LLC is pleased to submit a lump sum price of \$82,835.00.00 to furnish the necessary labor, materials, tools, equipment, and supervision to:

\*Demo and replace 150' of 2x6 decking and 300' of top and side hand rail boards.

**Clarifications:**

1. Proposal based on a work schedule of 5-8-hour days Monday – Friday.
2. No weekend or overtime work included in this bid.
3. New boards will be composite material. Color to be chosen from supplier's color options.

Ronnie W. Tindle  
Project Manager / Estimator  
Tindle Construction, LLC

State of Alabama        )

County of Baldwin     )

## **CONTRACT FOR PUBLIC WORKS SERVICES**

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

### **WITNESSETH:**

**Whereas**, the Baldwin County Commission staff obtained quotes for the Repairs to the Josephine Park Boardwalk located in Josephine, Alabama; and

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

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

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

- i. COUNTY:               Baldwin County, Alabama
- ii. COMMISSION:       Baldwin County Commission
- iii. PROVIDER:         Harris and Company, LLC

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

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

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

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

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

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

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

**IX. No Agency Created.** It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER



does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.

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

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

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

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

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

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

PROVIDER: Harris and Company, LLC  
Attn: Cody Harris  
20027 Greek Cemetery Rd.  
Robertsdale, AL 36567

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

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

**"Quotes for the Repairs to the Josephine Park Boardwalk located in Josephine, Alabama for the Baldwin County Commission as described in Attachment A."**

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 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 **\$26,800.00.** Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services

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

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

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

**XXIII. Force Majeure.** The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any

costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

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

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

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

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



insurance, County may, at its option, suspend this Agreement until insurance is obtained, terminate this Agreement immediately without further action, or hold Provider in material default and pursue any and all remedies available.

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

COUNTY

ATTEST:

\_\_\_\_\_/\_\_\_\_\_  
JAMES E. BALL /Date

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

State of Alabama )

County of Baldwin )

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

Given under my hand and official seal, this the day of \_\_\_\_\_, 2022.

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

**SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW**

PROVIDER:

***Harris and Company, LLC***

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

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

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

I, \_\_\_\_\_, Notary Public in and for said County and State, hereby certify that \_\_\_\_\_ as \_\_\_\_\_ of Harris and Company, 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 Contract for Professional and Construction Services, executed the same voluntarily on the day the same bears date for and as an act of said Harris and Company, LLC.

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

## HARRIS & CO.

Land and Fence

Harris and Company, LLC.  
Robertsdale, Alabama

DATE: 5-7-2022

CUSTOMER: Baldwin County

Removal and disposal of decking boards, frame boards, hand rails  
and 1x4 deco. "Everything deck...up."

Replace frame boards with 2x6 treated

Replace Deco 1x4 with 1x4 treated

Use 3-3.5 inch exterior decking screws

Add 3 joist 2x6's treated per bay (to meet specs for composite board)

Replace deck boards with composite decking (5/4x6)

Replace top rail with double composite decking

Use all stainless screws for composite decking

total Estimate = \$26,800.00

Approx 220 pieces of Evergrain Decking

Approx 150 treated 2x6's

Approx 120 treated 1x4's

Approx 100 2x6 joist hangers

All screws are exterior and stainless

HARRIS & CO.

DATE

CUSTOMER

DATE

STATE OF ALABAMA

CERTIFICATE OF COMPLIANCE FOR PUBLIC  
WORKS PROJECT

BALDWIN COUNTY

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

**“Quotes for the Repairs to the Josephine Park Boardwalk located in Josephine,  
Alabama for the Baldwin County Commission.”**

IN WITNESS WHEREOF, this Certification is executed this the \_\_\_\_ day of  
\_\_\_\_\_, 2022.

BALDWIN COUNTY COMMISSION

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

ATTEST:

By: \_\_\_\_\_  
As Its Budget Director





# Baldwin County Commission

## Agenda Action Form

---

**File #:** 22-1041, **Version:** 1

**Item #:** BE17

---

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/21/2022

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director/Terri Graham, Solid Waste Director

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

---

### **ITEM TITLE**

Rental of One (1) Copy Machine for the Baldwin County Solid Waste Transfer Station Located in Bay Minette, Alabama

### **STAFF RECOMMENDATION**

Approve and authorize the Chairman to execute the rental agreement with **Sharp Electronics Corporation** for the rental of one (1) new copy machine off the State of Alabama bid for thirty-six (36) months effective the date of execution as follows:

Solid Waste Transfer Station - Bay Minette

Model: Sharp BP70C36

Price: \$170.59 per month

Excess Charge/copy: B/W \$0.0072/copy Color \$0.0450/copy

### **BACKGROUND INFORMATION**

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

**Background:** The current copy machine lease agreement for Solid Waste Transfer Station is expiring. The old machine will be replaced with a new copier, which will be leased off the State of Alabama Contract. Sharp Electronics Corporation has submitted a rental agreement. The rental agreement is for thirty-six (36) months and will include all supplies, toner, and developer. The new cost proposal for the copier will be \$170.59 per month.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$2,047.08 per year

**Budget line item(s) to be used:** 51154325.52210

**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 State of Alabama Rental Agreement

**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:** 6/21/2022

**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

Order # B338

## Sharp Electronics Corporation

Order Address: 100 Paragon Drive, Montvale, NJ 07645

Remit Address: Dept CH 14272, Palatine, IL 60055-4272

### STATE CONTRACT RENTAL AGREEMENT

**BILL TO:**

Baldwin County Commission

312 Courthouse Square Suite 11

Bay Minette, AL 36507

TELEPHONE # 251-580-1911

Contact: Sherry Smith

DATE

**SHIP TO:**

Baldwin County Solid Waste

Collection Division

42901 Nicholasville Rd

Bay Minette, AL 36507

TELEPHONE # 251-972-6878

Contact: Terri Graham

BEGINNING METER READ

**TERM: 3 YR. Agreement under the provisions of State of Alabama  
Contract # 140603-AL-06**

**RATE: Monthly**

**Base Charge: \$170.59**

**Copies  
Included**

**N/A**

**Excess Charge**

**Per Copy \$ .0072 B/W \$.0450 CLR**

**3 Yr Equip. Total \$6,141.24**

**Note: Per the terms and conditions of the AL contract, the applicable local usage tax has been added to the monthly payment**

MFG	MODEL	SERIAL #	LOCATION	METER
SHARP	BP70C36			
	BP-DE12			
	BP-FN11			
	BP-FX11			
		REPLACES S/N 95126662		

(PAGE 2)

**SUPPLIES**

Contract includes all supplies, toner, and developer. Excludes paper and staples. It is expressly agreed upon by both parties that only authorized supplies provided by Sharp Electronics Corporation C/O Copy Products Company will be used. Toner consumption shall be within 10% of manufacturer estimated yieldage. Toner consumption exceeding 10% of the manufacturer recommended yields will be billed at 90% of the current suggested list price.

**SERVICE**

Contract includes all parts, labor, travel, photo-conductor (drums), and repair loaners (if necessary). Excludes damage due to negligence or misuse. Sharp Electronics Corporation C/O Copy Products Company and the LESSEE will at their option, replace said equipment if necessary during the term of contract to maintain customer satisfaction.

**TERMS AND CONDITIONS**

All terms and conditions apply in accordance with the State of Alabama copier contract.

LESSEE \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_  
LESSOR Theresa Wrensky TITLE Senior Government Account Manager DATE 5/6/2022





# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1026, **Version:** 1

**Item #:** BE18

---

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/21/2022

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director / Ann Simpson, BRATS Director / Felisha Anderson, Archives Director / Deidra Hanak, Personnel Director

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

---

### **ITEM TITLE**

Rental of Three (3) New Copy Machines for Various Departments for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Approve and authorize the Chairman to execute the rental agreements with **Sharp Electronics Corporation** for three (3) new copy machines off the State of Alabama bid for thirty-six (36) months effective the date of execution as listed below:

Location: BRATS - Robertsdale, AL

Model: Sharp MX-6071S

Price: \$207.74/month

Excess Charge/copy: B/W \$0.0054/copy Color \$0.0400/copy

Location: Archives Department - Bay Minette, AL

Model: Sharp MX-6071S

Price: \$215.61 /month

Excess Charge/copy: B/W \$0.0054/copy Color \$0.04/copy

Location: Personnel Dept. - Bay Minette, AL

Model: Sharp MX-6071S

Price: \$273.62 /month

Excess Charge/copy: B/W \$0.0054/copy Color \$0.0400/copy

### **BACKGROUND INFORMATION**

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

**Background:** The current rental agreements for three (3) copy machines located in Robertsdale BRATS Office, and the Archives and Personnel departments located in Bay Minette are expiring. The old machines will be replaced with new copiers, which will be leased off the State of Alabama

Contract. Sharp Electronics Corporation has submitted the new rental agreements to replace the old machines with new machines. The rental agreements are for thirty-six (36) months and will include all supplies, toner and developer for the machines.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** BRATS: \$2,492.88/year; Archives: \$2,587.32/year; Personnel: \$3,283.44/year

**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?**  
Standard State of Alabama Rental Agreements

**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:** 6/21/2022

**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

Order # B337

## Sharp Electronics Corporation

Order Address: 100 Paragon Drive, Montvale, NJ 07645

Remit Address: Dept CH 14272, Palatine, IL 60055-4272

### STATE CONTRACT RENTAL AGREEMENT

**BILL TO:**

Baldwin County Commission

312 Courthouse Square Suite 11

Bay Minette, AL 36507

TELEPHONE # 251-580-1911

Contact: Sherry Smith

DATE

**SHIP TO:**

BRATS - Baldwin Rural Area Transportation System

18100 County Road 54

Robertsdale, AL 36567

TELEPHONE # 251-972-8577

Contact: Loren Lucas

BEGINNING METER READ

**TERM: 3 YR. Agreement under the provisions of State of Alabama  
Contract # 140603-AL-06**

**RATE: Monthly**

**Base Charge: \$207.74**

**Copies**

**Included**

N/A

**Excess Charge**

**Per Copy \$ \$ .0054 B/W & \$ .0400 Color**

**3 Yr Equip. Total \$7,478.64**

**Note: Per the terms and conditions of the AL contract, the applicable local usage tax has been added to the monthly payment**

MFG	MODEL	SERIAL #	LOCATION	METER
SHARP	MX-6071S			
	MX-DE25N			
	MX-FN27N			
		REPLACES S/N 95110123		

(PAGE 2)

**SUPPLIES**

Contract includes all supplies, toner, and developer. Excludes paper and staples. It is expressly agreed upon by both parties that only authorized supplies provided by Sharp Electronics Corporation C/O Copy Products Company will be used. Toner consumption shall be within 10% of manufacturer estimated yieldage. Toner consumption exceeding 10% of the manufacturer recommended yields will be billed at 90% of the current suggested list price.

**SERVICE**

Contract includes all parts, labor, travel, photo-conductor (drums), and repair loaners (if necessary). Excludes damage due to negligence or misuse. Sharp Electronics Corporation C/O Copy Products Company and the LESSEE will at their option, replace said equipment if necessary during the term of contract to maintain customer satisfaction.

**TERMS AND CONDITIONS**

All terms and conditions apply in accordance with the State of Alabama copier contract.

LESSEE	_____	TITLE	_____	DATE	_____
LESSOR	<u>Theresa W. Wray</u>	TITLE	Senior Government Account Manager	DATE	<u>5/22/2022</u>



Order # B336

## Sharp Electronics Corporation

Order Address: 100 Paragon Drive, Montvale, NJ 07645

Remit Address: Dept CH 14272, Palatine, IL 60055-4272

### STATE CONTRACT RENTAL AGREEMENT

**BILL TO:**

Baldwin County Commission

312 Courthouse Square Suite 11

Bay Minette, AL 36507

TELEPHONE # 251-580-1911

Contact: Sherry Smith

DATE

**SHIP TO:**

Baldwin County Archives

305 East 2nd Street

Bay Minette, AL 36507

TELEPHONE # 251-580-1897

Contact: Felisha Anderson

BEGINNING METER READ

**TERM: 3 YR. Agreement under the provisions of State of Alabama  
Contract # 140603-AL-06**

**RATE: Monthly**  
**Base Charge: \$215.61** **Copies Included** N/A **Excess Charge**  
**Per Copy \$** \$ .0054 B/W \$0.0400 CLR

**3 Yr Equip. Total** \$7,761.96

**Note: Per the terms and conditions of the AL contract, the applicable local usage tax has been added to the monthly payment**

MFG	MODEL	SERIAL #	LOCATION	METER
SHARP	MX-6071S			
	MX-FN27N			
	MX-DE27N			
		REPLACES S/N 95109713		

(PAGE 2)

**SUPPLIES**

Contract Includes all supplies, toner, and developer. Excludes paper and staples. It is expressly agreed upon by both parties that only authorized supplies provided by Sharp Electronics Corporation C/O Copy Products Company will be used. Toner consumption shall be within 10% of manufacturer estimated yieldage. Toner consumption exceeding 10% of the manufacturer recommended yields will be billed at 90% of the current suggested list price.

**SERVICE**

Contract includes all parts, labor, travel, photo-conductor (drums), and repair loaners (if necessary). Excludes damage due to negligence or misuse. Sharp Electronics Corporation C/O Copy Products Company and the LESSEE will at their option, replace said equipment if necessary during the term of contract to maintain customer satisfaction.

**TERMS AND CONDITIONS**

All terms and conditions apply in accordance with the State of Alabama copier contract.

LESSEE \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

LESSOR Theresa Wrensky TITLE Senior Government Account Manager DATE 5/07/2022

Order # B339

## Sharp Electronics Corporation

Order Address: 100 Paragon Drive, Montvale, NJ 07645

Remit Address: Dept CH 14272, Palatine, IL 60055-4272

### STATE CONTRACT RENTAL AGREEMENT

**BILL TO:**

Baldwin County Commission

312 Courthouse Square Suite 11

Bay Minette, AL 36507

TELEPHONE # 251-580-1911

Contact: Sherry Smith

DATE \_\_\_\_\_

**SHIP TO:**

Baldwin County Personnel Dept

312 Courthouse Square Suite 17

Bay Minette, AL 36507

TELEPHONE # 251-937-0337

Contact: Deidra Hanak

BEGINNING METER READ \_\_\_\_\_

TERM: 3 YR. Agreement under the provisions of State of Alabama  
Contract # 140603-AL-06

RATE: Monthly  
Base Charge: \$273.62 Copies Included N/A Excess Charge  
Per Copy \$ \$ .0054 B/W & \$ .0400 Color

3 Yr Equip. Total \$9,850.32

Note: Per the terms and conditions of the AL contract, the applicable local usage tax has been added to the monthly payment

MFG	MODEL	SERIAL #	LOCATION	METER
SHARP	MX-6071S			
	MX-FN30			
	MX-RB25N			
	MX-DE28N			
	MX-LC17N			
	MX-TR19N			
	MX-PN16B			
		REPLACES S/N 95110303		

(PAGE 2)

**SUPPLIES**

Contract includes all supplies, toner, and developer. Excludes paper and staples. It is expressly agreed upon by both parties that only authorized supplies provided by Sharp Electronics Corporation C/O Copy Products Company will be used. Toner consumption shall be within 10% of manufacturer estimated yieldage. Toner consumption exceeding 10% of the manufacturer recommended yields will be billed at 90% of the current suggested list price.

**SERVICE**

Contract includes all parts, labor, travel, photo-conductor (drums), and repair loaners (if necessary). Excludes damage due to negligence or misuse. Sharp Electronics Corporation C/O Copy Products Company and the LESSEE will at their option, replace said equipment if necessary during the term of contract to maintain customer satisfaction.

**TERMS AND CONDITIONS**

All terms and conditions apply in accordance with the State of Alabama copier contract.

LESSEE	<u>[Signature]</u>	TITLE		DATE	
LESSOR	<u>[Signature]</u>	TITLE	Senior Government Account Manager	DATE	5/27/2022





# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1092, **Version:** 1

**Item #:** BE19

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/21/2022

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director/Terri Graham, Solid Waste Director/Joey Nunnally, County Engineer

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

---

### **ITEM TITLE**

Request for Proposals (RFP) for Disaster Debris Monitoring Services for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Approve and authorize staff to advertise the attached Request for Proposals (RFP) for Disaster Debris Monitoring Services.

### **BACKGROUND INFORMATION**

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

**Background:** Staff is requesting that the Commission approve the attached solicitation for Disaster Debris Monitoring Services. Staff recommends the Commission approve the Request for Proposals (RFP) and authorize the Purchasing Director to advertise the RFP.

### **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: 6/21/2022**

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

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

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



## **REQUEST FOR PROPOSALS (RFP)**

### **DISASTER DEBRIS MONITORING SERVICES**

#### **Baldwin County Commission**

SUBMITTALS DUE: **XX/XX/2022** no later than 2:00 pm CDT]

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## Section 1 – Purpose and Overview/Background

The Baldwin County Commission (“County”) requests proposals from qualified firms for Debris Removal and Disposal Monitoring Services in the event of a natural or man-made disaster as directed by the County. This solicitation by the County will result in the selection of a qualified and experienced firm to monitor disaster generated debris removal and lawful disposal from public rights of way and other public property/areas designated as eligible by the County.

The objective of the RFP is to secure the services of a qualified, experienced firm capable of efficiently monitoring large volumes of disaster-generated debris removal and disposal activities from a relatively large geographical area in an accurate, timely and cost-effective manner. The successful firm must be capable of assembling, directing and managing a work force that can perform the monitoring services during the preplanning, preparedness, and training times as well as through the duration of the debris removal and disposal operations.

It is the intent and purpose that this RFP promotes competitive selection. It shall be the proposer’s responsibility to advise the County if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source.

Baldwin County is located in South Alabama, USA and has a population of 231,767 citizens based upon current 2020 census records. The County encompasses approximately 1,590 square miles of land. County improved and/or maintained roads account for roughly 1,600 miles. However, close to 2,000 miles of roads account for active residential solid waste stops of approximately 45,000 households and/or businesses. Baldwin County has just over 100 parks and other facility grounds managed by the county.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.]

## Section 2 – Proposal Guidelines

This Request for Proposal represents the requirements for an open and competitive process. Proposals will be accepted until 2:00 p.m. CDT **XXXXXX**, 2022. Any proposals received after this date and time will be returned to the sender. All proposals must be signed by an official agent or representative of the company submitting the proposal.

If the organization submitting a proposal must outsource or contract any work to meet the requirements contained herein, this must be clearly stated in the proposal. Additionally, all costs included in proposals must be all-inclusive to include any outsourced or contracted work. Any proposals which call for outsourcing or contracting work must include a name and description of the organizations being contracted.

All costs must be itemized to include an explanation of all fees and costs.

Contract terms and conditions will be negotiated upon selection of the winning bidder for this RFP. All contractual terms and conditions will be subject to review by Baldwin County Commission and will include scope, budget and other necessary items pertaining to the contract.

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

- To reject any proposals if, in the County's sole discretion, the proposal is incomplete, the proposal is not responsive to the requirements of this RFP as stated, the Vendor does not meet the qualifications set forth in the RFP, or it is otherwise in the County's best interest to do so.
- To supplement, amend, substitute or otherwise modify this RFP at any time prior to selection of one or more Vendors for negotiation and to cancel this RFP with or without issuing another RFP.
- To request that some or all of the Vendors modify proposals based upon the County's review and evaluation.
- To require a Vendor to give an oral presentation or an example of the electronic data management capabilities to the County after submittal of the RFP. Actions by the County in this regard should not be construed to imply acceptance or rejection of a proposal. The County will contact the Vendor's primary contact with further instructions should the County decide to request a presentation.

Baldwin County intends to award a contract to a qualified contractor for the services. The proposal should address the contractor's capabilities for performing all aspects of the desired services while presenting specific information and substantiating the contractor's methodologies and approach for completing the services requested.

### **PRIME VENDOR RESPONSIBILITIES**

Vendor will assume responsibility for delivery of services and application performance, regardless of whether or not the Vendor subcontracts any of these items and services. The Vendor will be the sole point of contact

regarding contractual matters, including performance of services and the payment of any and all charges resulting from contract obligations. Vendor will be totally responsible for all obligations outlined under this RFP.

## **HOLD HARMLESS PROVISION**

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

## **SERVICE PROVIDER QUALIFICATIONS**

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

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

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

**All vendors, contractors and grantee are required to comply with the Alabama Immigration Law under Sections 31-13-9 (a) and (b) of the Code of Alabama. Information and forms can be found on the Baldwin County Commission's Purchasing website under E-Verify at [www.baldwincountyal.gov](http://www.baldwincountyal.gov) All bidders should submit with their bid response the completed E-Verify package and Certification Regarding Lobbying Form which can be downloaded from the Purchasing website [www.baldwincountyal.gov](http://www.baldwincountyal.gov)**

**All Bidders that qualify as a Disadvantaged Business Enterprise (DBE) must provide supporting documentation in their bid response along with the completed DBE Registration form that may be downloaded from the County website [www.baldwincountyal.gov](http://www.baldwincountyal.gov) A Disadvantaged Business Enterprise or DBE means a for profit small business that (1) is at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and (2) whose management and daily business operation are controlled by one or more of the socially and economically disadvantaged individuals who own it.**

## **CONTRACTORS AND SUBCONTRACTORS' INSURANCE**

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

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

### **COMPENSATION INSURANCE**

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

### **CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

The Contractor shall procure and shall maintain during the life of this contract a Comprehensive Liability Policy providing bodily injury and property damage coverage on an occurrence basis including damages arising from blasting explosion or collapse, mechanical equipment digging in streets or highways, and including completed operations, independent contractors and contractual general liability. 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.

### **PAYMENT AND PERFORMANCE BONDS**

**Contractor** shall provide payment and performance bonds upon activation of the contracts. Attorneys-in-fact who sign bid bonds must file with each bond a certified and effectively dated copy of their power of attorney.

**The contractor will furnish a Performance Bond and a Labor and Materials Bond in the form and terms approved by the County in an amount not less than the estimated event cost for any and/or all events within 10 days of receiving the Notice to Proceed.**

**The cost of said bond premiums will not be an additional cost to the County.**

**The contractor shall immediately furnish a Certificate of Insurance listing the Baldwin County Commission as additional insured through the end of the contract term (annually upon renewal) for limits stated in bid specifications.**

### **DEFAULT OF CONTRACT**

If the Contractor fails to begin the work under the Contract within the time specified once the Notice to Proceed is issued, or fails to perform the Work with sufficient workers, equipment, or materials to ensure its prompt completion, or performs the Work unsuitably, or neglects or refuses to remove materials or perform anew such work as shall be rejected as defective and unsuitable, or discontinues the prosecution of the Work, or from any other cause whatsoever does not carry on the Work in an acceptable manner, or becomes insolvent or is adjudicated as bankrupt, or commits any act of bankruptcy or insolvency, or allows any final judgment to stand against him



unsatisfied for a period of ten (10) days, the County may give notice in writing by registered mail to the Contractor and the Surety of such delay, neglect, or default. If within ten (10) day after receipt of such notice the Contractor does not remedy the fault specified in said notice, or the Surety does not proceed to take over the work for completion, the County shall have full power and authority, without impairing the obligation of the Contract or the Contract Bond, to take over the completion of the Work; to appropriate or use any or all material and equipment on the ground that may be suitable and acceptable; to enter into agreements with others for the completion of the Contract according to the terms and provisions thereof, or to use such other methods as in its opinion may be required for the completion of the contract. The Contractor and his Surety shall be liable for all costs and expenses incurred by the County in completing the Work and also for all liquidated damages in conformity with the terms of the Contract. In case the sum of such expense and such liquidated damages exceeds the sum, which would have been payable under the Contract, the Contractor and his Surety shall be liable and shall pay to the County the amount of such excess. Notice to the Contractor shall be deemed to be served when delivered to the person in charge or any office used by the Contractor or his representative at or near the work or by registered mail addressed to the Contractor at his last known place of business.

#### **CONTRACT PERIOD**

**It is the intent of the Baldwin County Commission to award this contract for a twelve (12) calendar month period. However, the Baldwin County Commission may, at their option and in agreement with the Successful Bidder, renew the contract for up to two (2) additional years (2023 and 2024), in twelve (12) month increments. The Baldwin County Commission will, in writing, notify the Contractor thirty (30) days prior to expiration of the 2022 contract with its intent to extend the contract. The prices for 2022 shall also apply to the extension period(s).**

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## Section 3 – Proposal Submittal and Requirements

Proposals shall include all of the information solicited in this RFP, and any additional data that the respondent deems pertinent to the understanding and evaluation of the proposal. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may or may not be solicited.

Submittal of a Proposal shall constitute the Proposer's agreement and intent to follow and adhere to all statements, offerings and monetary incentives contained within this Proposal.

In conjunction with other material and information requested in the RFP, all proposers responding to this solicitation shall provide three (3) copies of their proposal to the address below by **XXXX, 2022** at 2:00 p.m. CDT.

Questions regarding this information shall be directed to Wanda Gautney, Baldwin County Purchasing Director at [wgautney@baldwincountyal.gov](mailto:wgautney@baldwincountyal.gov) . Questions must be received no later than **XXXXX, 2022** at 2:00 p.m. CDT.

**Qualifications should be sent to the address below on or before 2:00 p.m. CDT **XXXXX, 2022**. FAX OR EMAIL SUBMITTALS WILL NOT BE ACCEPTED.**

Baldwin County Purchasing Department  
Mrs. Wanda Gautney  
Purchasing Director

Mailing Address:  
312 Courthouse Square  
Suite 15  
Bay Minette, AL 36507

Physical Address:  
257 Hand Avenue  
Bay Minette, AL 36507

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## Section 4 – Scope of Services

**PROJECT DESCRIPTION** – This is an RFP issued by the Baldwin County Commission. The County is seeking proposals for Disaster Debris Removal Monitoring Services including the monitoring of TDSRS(s) to assist the County with disaster debris monitoring services.

This solicitation will result in the selection of at least one experienced firm to perform monitoring functions on the removal and lawful disposal of disaster-generated debris (other than household putrescible garbage) from public property and public rights-of-way, on site and at Temporary Debris Staging and Reduction Sites (TDSRS) within the County’s unincorporated areas after a natural or man-made disaster.

The objective of the RFP and subsequent contracting activity is to secure the services of an experienced monitoring Contractor who is capable of efficiently overseeing and monitoring the removal of large volumes of disaster-generated debris from a large area in a timely and cost-effective manner and ensuring the lawful disposal of all debris. The successful Contractor must be capable of assembling, directing, and managing a work force that can complete the debris monitoring operations in an efficient manner. The selected Contractor will be expected to meet any necessary deadlines related to data reporting to ensure accuracy of tracking debris volumes in a timely manner as directed by the County. The Contractor’s personnel must be very familiar with debris removal eligibility criteria outlined in the FEMA Public Assistance Program and Policy Guide (PAPPG).

The successful Contractor must be knowledgeable in Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), and other applicable regulations, guidelines, and operating policies. The successful Contractor will support the County during disaster recovery efforts and will be responsible for all aspects of the debris monitoring process. The selected Contractor shall coordinate with the disaster debris removal Contractor(s) and the County to ensure a compliant, soundly managed, organized and well-documented approach to debris collection and disposal within FEMA guidelines.

The selected Contractor will oversee the debris removal and monitoring processes utilizing the following rules and regulations as guidance:

- The Stafford Act, Section 407
- The Stafford Act, Section 406
- 44 CFR § 206.224
- FEMA Public Assistance Program and Policy Guide (version applicable)

**ACTIVATION/MOBILIZATION** – When a major disaster occurs or is imminent, the County will contact the Contractor and provide a Notice to Proceed in order to activate the contract. Monitoring Services will generally be limited to monitoring of debris in, upon, or brought to public streets and roads, rights-of-way, public parks and facilities, and other public sites as approved by the County.

The Contractor will begin coordination with the County and its Debris Removal Contractor as directed by the County.

The Contractor shall have a maximum of 48 hours from delivery of Notice to Proceed by the County to begin their response. Failure to mobilize in the allowed time may result in the selection of another Contractor.

The Contractor will be responsible for determining the method and manner of Monitoring Services and lawful disposal operations. Disposal of debris will be at the County’s preapproved temporary debris staging and reduction sites or landfill sites. The Contractor will be responsible for overseeing the lawful disposal of all

debris and debris reduction by-products generated at all debris management sites.

**PRE-EVENT ASSISTANCE** – The Contractor will provide pre-event assistance in preparation for disasters through participation in meetings and workshops and the establishment of data management and other integrated systems. The Contractor will, at no cost to the County:

- Provide County full-time personnel for debris management training session. Training program must, at a minimum, meet the training requirement for debris monitors as outlined by current FEMA debris management guidance.
- Provide a list of key personnel and subcontractors that may be involved in the disaster debris monitoring activities to include facsimile, cell phone numbers, and e-mail addresses.
- Participate in annual planning meetings with County's representative and debris hauling and disposal Contractor(s) to establish/review applicable policies and procedures.
- The scope of services to be provided includes Debris Monitoring and Administration, Debris Assessment, Collection Monitoring/Logs, Load Ticket Processing and Reconciliation, TDSRS monitoring, Debris Vehicle and Equipment Certification, Damage Complaint Tracking, Issue Log Tracking, Data Compilation and Reporting, Debris Contractor Payment Monitoring and Reconciliation Processing, Category A and B Public Assistance Support, Reporting and Coordinating with the County's Project Manager, and other related services as outlined in this Scope of Services, and as directed by the County.
- Stay abreast of changes to FEMA Grants Portal and current PAPPG debris removal and monitoring guidelines.

#### **DEBRIS MONITORING AND ADMINISTRATION**

- A. The Contractor will provide debris monitors and debris monitoring services to assist the County with monitoring the operations of the disaster debris removal and disposal Contractor(s). The debris monitoring services to be provided are debris Contractor compliance monitoring and oversight, not professional engineering services. The County will provide a Project Manager to work directly with the Debris Collection Contractor and the Contractor. The County will make the Contractor aware of preapproved temporary debris staging and reduction site(s) (TDSRS) and landfill sites for disposal of the storm debris. If additional TDSRS are needed, the Contractor will coordinate with Debris Collection Contractor to secure additional sites. The Contractor shall be responsible for verifying that all TDSRS are properly permitted and compliant with all regulation.
- B. The Contractor shall appoint a qualified and experienced Project Manager for overall coordination and communication with the County. The Project Manager shall remain on the job and available to the County at all times during the operational phases of the debris collection and disposal project. Contractor shall supply sufficient number of trained debris monitors and trained field supervisors to accommodate the volume of debris to be removed at loading sites and TDSRS or final disposal sites. Contractor shall remove and replace employees immediately upon notice from the County's Debris Project Manager for conduct or actions not in keeping with the Agreement.



C. Examples of project management and administrative responsibilities include but are not limited to:

- Coordinate daily briefings with key operational staff, County staff, and debris management Contractor(s) to review, formulate and update debris assessment and removal operations and strategies. Schedule, manage and conduct periodic meetings with field staff and Contractors. Meetings shall be scheduled so that they will not impede, hinder nor delay the debris management Contractor(s) and the debris management operation.
- Provide a daily report of debris Contractor crew assignments, working locations, number of trucks assigned, total loads, cubic yards collected by debris type, an updated map of streets where debris is collected, and other key operational statistics to the County's Project Manager or designee.
- Coordinate daily scheduling, dispatching and logistical operations of the field collection monitors.
- Hire, train, deploy and supervise all field collection monitors and staff.
- Conduct debris surveys and perform debris estimation by debris types as requested by the County.
- Maintain accurate records of all debris collection vehicles, including the measurements of the inside of the useable bed space, photographs, license information, vehicle identification decal issuance and regular monitoring for vehicle modifications.
- Track and coordinate responses to problems identified in the field, citizen complaints related to debris removal, including commercial and/or residential property damage claims as a result of debris removal. Contractor shall maintain a detailed GIS database of customer complaints and resolutions.
- Make all reasonable efforts to ensure that TDSRS have access control and security. Conduct end of the day duties and verify that all vehicles have left the TDSRS at the specified time established by the County.
- Make all reasonable efforts to ensure the field collection monitors are accurately recording the streets and locations where debris was collected.
- Schedule work for all team members and sub-Contractors on a daily basis.
- Conduct inspections on a regular, predetermined, and random basis. Make all reasonable efforts to ensure the appropriate frequency of oversight is performed for all work crews, vehicles, and locations.
- Monitor the debris removal Contractor(s), TDSRS(s) and final disposal locations for compliance with their contract with the County.
- Provide training to County's staff in essential debris management and collection functions to ensure appropriate and responsive interface with disaster debris collection Contractor(s), County, state, federal and other applicable agencies.
- Develop forms, databases, etc. for tracking field activities, and submitting invoices for reimbursement, etc.
- Daily personnel tracking sheets (field reports) shall be maintained for all Contractor personnel assigned to the project.
- Set up schedules for monitors each day and coordinate cleanup crew assignments. Survey and maintain list of areas with special needs, including but not limited to, hazardous stumps, trees, hangers/leaners, debris types, and other potential problems.
- Prepare daily and periodic tracking reports to support debris removal, TDSRS operations and final debris disposal for audit purposes. Maintain a database of debris managed, costs incurred and reconcile debris collection and Contractor invoices.
- Compile records and assist the County, as requested, with the preparation of required forms for reimbursement.

- D. All debris loads shall be monitored in the field by collection monitors and documented in accordance with FEMA PAPPG, latest edition to assure debris eligibility. The Contractor shall provide fully trained collection monitors to assure proper and compliant documentation protocols are instituted and followed. The Contractor shall provide a field quality control team consisting of one field collection monitor per debris removal crew and at least one field supervisor for every five monitors unless otherwise approved by the County. This team will monitor the debris Contractors for contract compliance, efficiency, and regulatory compliance. The team shall provide daily feedback to the County through their Project Manager. All field team members shall be equipped with the state-of-the-art technology, which shall include cameras, computers, communication devices with GPS, and other equipment as deemed necessary and/or appropriate.
- E. The Contractor will establish a Quality Control Program. Examples of collection monitoring quality control tasks include, but are not limited to, the following:
- Having a Certified Arborist available to make determinations with regards to safety as well as tree health.
  - Verifying that all debris picked up is a direct result of the disaster.
  - Accurately recording the addresses, streets, and locations where debris was collected.
  - Verifying that the debris collection Contractor(s) are working in their assigned collection areas and roads.
  - Contractor shall stop work in progress immediately for improper monitoring documentation or work not being performed in the approved manner. The Contractor shall immediately notify the County's Project Manager to review matter and provide final resolution.
  - Inspecting work in progress to assure that removal efforts include debris of the proper type in the proper areas.
  - Assuring compliance with County's contracts by all debris Contractors and debris subcontractors.
  - Assuring the immediate threat of all hazards regarding stumps, hangers, and leaners are properly identified and documented in accordance with FEMA PAPPG, latest edition.
  - Identifying eligible stumps, hangers, and leaners. Coordinating with the County's and federal/state representatives for eligibility determination and assure documentation (forms, photos, etc.) are completed for reimbursement purposes as may be required by FEMA.
  - Making all reasonable efforts to ensure that its employees and its subcontractor(s) are working in compliance with all federal, state, local safety regulations appropriate for the task being performed.
  - Coordinating with the County to respond to problems in the field, such as property damage complaints, debris crew issues, other customer complaints, etc. The Contractor shall maintain a detailed database of customer complaints and resolutions. Property damage complaints must be tracked using GIS.
  - Neither the services performed by the Contractor under this Agreement nor the presence of Contractor nor shall its employees nor subcontractors at any site in performance of its services relieve debris removal Contractor or their subcontractors, the County or any other entity of their obligations, duties, and responsibilities with respect to job site safety. Contractor has no authority to exercise any control over the debris Contractor or their subcontractors, the County, or any other entity in connection with any health or safety precautions. Contractor shall have no responsibility for, advice on, or to issue directions regarding or assume control over safety precautions and programs in connection with the services performed by debris

removal Contractor or their subcontractors or any other entity except to the extent relating to Contractor's employees.

F. AUTOMATED DEBRIS MANAGEMENT SYSTEM (ADMS). The electronic debris management system shall at a minimum create load tickets electronically eliminating the need for handwritten and scanned tickets. The system features shall include, at a minimum, the following:

- Paperless electronic (handheld device) data collection
- Database will be internet accessible to subcontractors, County, and other public entities on a need-to-know basis as directed by the County.
- Minimal manual entry of load ticket data fields.
- Automation of debris pickup location through use of current GPS technologies.
- Evaluation of daily event status using web-based reporting and current GIS tools.
- Coordination of Contractor invoice reconciliation, FEMA documentation and applicant payment process enabled through an integrated database management system.

G. GEOSPATIAL TECHNOLOGY SPECIFICATIONS AND GUIDELINES – Geospatial (GIS) technology for these services may include, but not limited to, the following:

- ESRI-based, password protected, access to webmaps/webapps and services for applicable spatial and tabular data for Commissioners and staff (*such as daily reports, property damage, debris monitoring locations and data, including stumps, hangers, leaners, etc.*)
- Webmaps/webapps shall contain simple, easy to use widgets, tools, or dashboards where simple data analysis can be performed on datasets. For example, determining the extent, quantity, or other items for a daily debris removal summary snapshot.
- All ESRI-based services shall be real-time in nature. Static data file sharing, exports, reports, etc. shall be kept to a minimum for geospatial datasets.
- Geospatial data which possess spatial and attribute components may be recorded using the mobile device's internal GPS. Where applicable, photographs shall be attached to each record within the online geodatabase and accessible to all end users.
- Photographs shall also be collected and delivered in the native format in addition to being part of the spatial database.
- Contractor shall provide real-time access to any type of debris collection activity data (debris pickup locations, load tickets, monitors, haulers, incident locations, TDSRS operations, etc.)
- Contractor shall provide ADMS program criteria with bid submittal

H. DEBRIS VEHICLE & EQUIPMENT CERTIFICATION - All debris hauling vehicles and equipment shall be measured and certified prior to performing debris removal. The Contractor shall complete a certification on each vehicle deemed appropriate for collection. In addition to completing vehicle certification forms, photographs must be taken of each vehicle showing the vehicle number and type of vehicle. These photographs shall be attached with the certification. Original copies of these certifications, including photographs, shall be retained by the Contractor on behalf of the County and provided to the County upon their request or project completion. Additional copies shall be provided to the debris removal Contractor and the vehicle driver. Once these vehicles are certified, random verifications shall be performed at each TDSRS to assure that no vehicle modifications have been made and to confirm data accuracy. The Contractor shall measure the volume to the nearest cubic yard of usable space for each

debris collection vehicle. The Contractor shall complete a Vehicle Certification Form for each vehicle. The original Vehicle Certification Form shall be delivered to the County's Project Manager or designee. The Vehicle Certification Form shall contain the following information:

- Vehicle make, model
- Length
- Width
- Height
- Volume in cubic yards
- Tag number of vehicle
- VIN number of vehicle
- Vehicle type
- Driver of vehicle name
- Sub-Contractor representative name
- Certification monitor name certifying vehicle
- Date(s) of Service
- Vehicle certification number (internally assigned)

When a certification monitors signs a vehicle certification, he/she is certifying that to the best of his/her knowledge and belief, the information is complete and correct. The certification monitor shall not sign or accept any partially completed information. The Contractor's Project Manager or designee shall review all truck certification forms with the debris Contractor to assure completeness and accuracy of each form before forwarding to the County's Project Manager or designee.

- I. The Contractor shall provide the County's Project Manager and the debris Contractor(s) with daily Disaster Debris Status Reports. Each daily report shall contain the following:

- Overview of daily activities including status of damage complaints
- Cumulative debris totals by debris site
- Cumulative debris totals by type
- Cumulative debris totals by day
- Summary of monthly debris removal efforts (cumulative and by debris site)
- Summary of mulch removal efforts (cumulative and by debris site)
- Summary of mixed/construction & demolition removal efforts (cumulative and by debris site)
- Stump volume by site
- Leaner/Hanger/Stump data (daily activities and cumulative reporting as noted above)
- TDSRS and final disposal site(s) statuses
- Labor force report
- Debris site processing equipment summary

*This reporting is due no later than 12:00 noon the following business day or as requested by the County.*

- J. The Contractor will provide Field Debris Monitors and Debris Monitoring Supervision and Management to assist the County with removal services related to natural or man-made disasters. The services to be provided are contract compliance supervision and inspection, not professional engineering services. At



a minimum, the Contractor will provide qualified people who can perform the following roles:

- TDSRS DEBRIS MONITORS – Contractor shall provide personnel to oversee the inspection of the disposal or unloading sites by providing the monitoring, verification of load capacity, and documentation at designated temporary debris storage and reduction sites.

Services include:

- Provide disposal site monitors and inspectors personnel
  - Complete record of contract haulers' cubic yardage and other record keeping as may be needed on the provided load ticket
  - Initial each load ticket before permitting truck to proceed from the check-in area to the tipping area
  - Remain in contact with debris management/dispatch center or supervisor
  - Perform other duties as directed by the dispatch/staging operation, debris management project manager, or designated County personnel
  - Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards, document and record measurements and computations.
- FIELD DEBRIS MONITORS – Contractor shall provide roving on-site, street-level work area inspections of debris cleanup and collection.

Services include:

- Provide loading site (field) monitors to inspect and control debris collection utilizing manifest load tickets
- Provide field monitor personnel at designated areas to check and verify information on debris removal
- Monitor collection activity of trucks
- Issue manifest load tickets at loading site for each load
- Check the area for safety considerations such as – downed power lines, children playing in area, are traffic control needs met, are trucks and equipment being operated safely
- Ensure Freon containing appliances are sorted and ready for Freon removal on site or separate transport for Freon removal before final disposal
- Should damages occur to utility components, driveways, road surfaces, private property, vehicles, etc. document the damage with photos, if possible, collect information about owner, circumstances of the damage (who, what, when, where) and report to your supervisor
- Ensure the work area is clear of debris to the specified level before equipment moves to a new loading area
- Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards, document and record measurements and computations
- Properly monitor and record performance and productivity of debris removal crew
- Remain in constant contact with debris management/dispatch center or supervisor
- Ensure that loads are contained properly before leaving the loading area
- Ensure only eligible debris is collected for loading and hauling
- Ensure only debris from approved public areas is loaded for removal

- Photographically document hazardous trees (leaners and hangers) in a manner that clearly identifies the threat in accordance with FEMA PAMPG, latest edition
  - Verify that all trucks leaving the site have been completely emptied of all debris from the trucks
  - Perform other duties from time to time as directed by the debris management project manager or designated County debris management personnel.
- SENIOR TECHNICIAN/FIELD SUPERVISOR – Contractor shall provide a Senior Technician/Field Supervisor to oversee debris monitoring activities in the field.

Services include:

- Oversight and supervision of all field activity
  - Schedule monitoring resources and deployment timing
  - Communication with County's personnel including meetings at the County's discretion during activation
  - Make suggestions to improve the efficiency of collection and removal of debris
  - Coordinate daily activities and future planning
  - Remain in contact with debris management/dispatch center or supervisor
  - Identify, address, and troubleshoot any questions or problems that could impact work area safety and eligibility
  - Compile operational reports
  - Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards, document and record measurements and computations.
  - Maintain a complaint tracking system with resolution/action taken
- SUPERVISING MONITORS – Contractor shall provide supervising monitors to coordinate actions of field and TDSRS monitors. A minimum of two TDSRS monitors are required per debris site.

Services include:

- Coordination of daily operations with Debris Management Contractors
- Coordination of logistics of the TDSRS(s) to assure efficient traffic flow and proper handling of load tickets that record FEMA data (such as vehicle volume, type of waste, etc.).
- Observation of vehicles entering and exiting the TDSRS and make reasonable efforts to ensure that vehicles are in compliance with their truck certifications (e.g., side boards in place, full tailgate, etc.).
- Calibration of debris vehicle load determinations with the FEMA monitors (TDSRS monitors are expected to provide volume determination consistent with FEMA).
- Keeping accurate records of debris vehicles, cubic yard volume determinations, time in and out, number of loads per day and other data as requested by County.
- Coordinating with local, state, and federal agencies as needed for TDSRS(s) on issues such as notification, obtaining permits, determining reimbursement, etc.
- Providing preliminary assessment and documentation of TDSRS(s) and assist in return of site to original conditions.
- Providing personnel to supervise the operation of TDSRS(s) including monitoring incoming loads of debris, processing of debris and outgoing loads of processed debris.
- Conducting end of day activities, such as verifying completion of debris crew assignments,

- completing all record keeping, and assuring that all vehicles have left the TDSRS.
- Verification of debris eligibility, including photographic documentation of hazardous trees (leaners and hangers) that clearly identify the threat in accordance with FEMA PAPPG, latest edition
- Review damage reports
- Resolve complaints – Report complaints and resolutions via complaint tracking system.
- Compile all necessary reports.
- DATA MANAGER – Contractor shall provide a data manager to oversee the processing of load ticket information, including QA/QC aspects that ensure documentation is maintained in accordance with all federal, state, and local requirements. This may involve use of electronic monitoring equipment or other approach as approved by the County.
- COST RECOVERY SPECIALIST – Contractor shall provide a cost recovery specialist to work hand-in-hand with County Project Manager, or their designee, to provide adequate data necessary to develop project worksheets for all Category A expenses and documentation.
- GENERAL SERVICES TO BE PROVIDED BY THE MONITORING CONTRACTOR:

(a) Pre-event

The pre-event services performed by the Contractor may include:

- Debris Management Plan and Standard Operating Procedures updates
- Inter-agency cooperative exercises and training
- FEMA/FHWA guidance and policy
- Review TDSRS locations and verification that sites are compliant with all required permitting
- Debris management Contractor bid preparation and review.
- Coordination of pre-event planning with debris contractor.

(b) Post-event

The listed services performed by the Contractor must include:

- Contract administration
- Debris estimates
- Perform oversight for road clearance and debris loading by debris management Contractors
- Provide TDSRS monitoring at various locations, including sites that handle materials from multiple Contractors and or monitoring firms
- Environmental assessment of TDSRS locations
- Ensure that all TDSRS locations are compliant with all required permitting and properly closed and remediated in accordance with FEMA PAPPG, latest edition.
- Truck certification
- TDSRS monitoring accommodating multiple municipalities/agencies
- Quality assurance and quality control of all documentation pertaining to debris management monitoring
- Safety procedures are outlined and followed

- Assist the County with information regarding public inquiries
- Provide technical advice to the County
- Be available to address questions from FEMA and FHWA both during and after services have been performed
- Provide assistance with FEMA Category A expense worksheets and other submittals, audits, appeals and associated processes, as needed, until final file closeout regarding each individual disaster event
- Provide current status reporting (including mapping) to the County daily, weekly, or as otherwise deemed necessary by the County utilizing, but not limited, to GIS
- Review and validate Debris Management Contractor(s) invoices prior to submission to the County for processing

K. **PAYMENT MONITORING AND RECONCILIATION PROCESS** - The Contractor shall review, validate, and reconcile debris management Contractor invoices prior to submission to the County for processing. The Contractor shall conduct a meeting at the beginning of the debris management operation to fully explain the process to the County and debris Contractor's representatives. All invoices from the debris Contractor shall be directed to the Contractor. Within seven (7) calendar days of receipt, the invoices shall be reviewed by the Contractor to be accepted or rejected. The Contractor shall issue in writing to the County and the debris Contractor, the acceptance or rejection of the invoices and a payment recommendation. If the invoice is rejected, the monitoring Contractor shall clearly state the reasons for rejection and work with the debris Contractor to resolve immediately. Billing invoices will be submitted bi-weekly by end of following week so that verification and reconciliation can be performed.

L. The Contractor shall provide appropriate staff to assist with damage complaints resulting from the debris removal. Complaints shall be tracked and forwarded to the project management team to be resolved with the debris removal Contractor. A weekly log of such complaints and their resolution shall be provided to the County's Project Manager.

M. **OTHER RELATED SERVICES**

1. **Event Closure** - The Contractor shall assist the County in preparing final reports necessary for reimbursement by AEMA, FEMA, FHWA and other applicable agencies for disaster recovery efforts by County staff and designated debris management Contractors. The Contractor shall assist in reviewing and processing requests for payment by the debris removal management Contractor.
2. **Federal Funding** - To ensure that processing of federal funding is acquired as quickly as possible, the following information and its accuracy is the responsibility of the awarded Contractor:
  - Review/reconciliation of debris Contractor invoices and payment recommendation letter
  - Monitoring and Collection information (volume reports, logs, etc.)
  - Project Status Reports
  - Completed Load tickets



- Photographs of Debris Collections in accordance with FEMA PAPPG, latest edition
  - Tipping Fee Receipts
  - Contractor invoices
  - Review of debris Contractor equipment hours of operation
  - Vehicle certifications
  - Start and end dates of the first debris removal pass and all subsequent passes
  - Timesheets of all subcontractors to support debris monitoring invoices
3. Compliance - The Contractor shall provide professional oversight to monitor compliance with local, state, and federal regulations. The Contractor shall stay current with AEMA, FEMA and FHWA policies and procedures and notify the County's Project Manager immediately as changes occur.

**DELIVERABLES** – At a minimum, the following deliverables must be provided to the County at the completion of the event response effort. However, deliverables shall in no way be limited to the following list. At its sole discretion, the County may add and/or delete deliverables to meet the needs of the County, State, FEMA or other agency. All deliverables will be submitted electronically, in a format specified by the County and by hard copy as applicable and directed by the County. The minimum deliverables to be provided include:

- (a) A log of damages reported, damage corrections/repairs and releases (if applicable)
- (b) Original load tickets, boxed, bound by date, and sorted by ticket number
- (c) Electronic ticket logs including information from ticket
- (d) Daily tower logs
- (e) Daily logs with list of all personnel with signatures and initials
- (f) Binders with issues and final resolution
- (g) Map books with daily logs
- (h) List of tickets issued by monitors, and list of lost/voided tickets
- (i) Each Ineligible debris pile will be tagged, in a format approved by the County, and a list compiled and submitted to the County
- (j) Operational Reports shall be prepared by the Contractor and submitted to the County throughout the duration of the recovery operations. The reports shall document the Debris Management Contractor's activities and progress from the previous day and shall be submitted no later than 4 hours after the end of an operational period to the County Project Manager or their designee. Each report shall contain the following minimum information:
  - i. Correct and accurately completed load tickets consistent with all reporting documents
  - ii. The times of operation of all debris loading trucks
  - iii. Reports, maps, and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, time to completion and daily cumulative cubic yards of debris removed, processed, and hauled.
- (k) A Final Report prepared by the Contractor and submitted to the County Project Manager within thirty (30) days of completion of the recovery operations. (Recovery Operations include closure and remediation of TDSRS and conclusions of all related operations.) At a minimum, this report will include a discussion of disaster response requirements and results and recommendations for future disaster responses.

*Contractor will work with the County from preplanning throughout the entire project(s) until final FEMA project closeouts.*

## Section 5 – Evaluation Criteria

### EVALUATION CRITERIA

The proposals received will be evaluated based on the following criteria:

<b>CRITERIA</b>	<b>WEIGHT</b>
Technical Approach (Methodology) – ADMS Demonstration	(25 points)
Geospatial Technology & Approach	(25 points)
Experience on Similar Projects/Past Performance	(15 points)
Firm Qualifications and Abilities	(15 points)
Client References for Similar Projects	(10 points)
Cost and Value	(10 points)
<hr/>	
TOTAL	100

RFP SCHEDULE – The following schedule is the PROPOSED schedule for evaluations.

Deadline for Proposal Questions ..... [XX/XX/2022 no later than 2:00 pm CDT]

Proposal Due Date ..... [XX/XX/2022 no later than 2:00pm CDT]

The evaluation of Proposer qualifications and capabilities shall include but not be limited to such factors as: technical methodology; experience; capabilities; past record; past performance; adequacy of personnel; ability of professional personnel; willingness and ability to meet time and budget requirements; recent, current and projected workload; location; approach to the project; ability to furnish the required services; volume of work previously awarded to each firm submitting qualifications; and such other factors as may be determined by the Evaluation Committee to be applicable to the particular requirements of the project for which the professional services have been requested.

## Section 6 – Hourly Rate Schedule

### HOURLY RATE SCHEDULE

NAME OF BUSINESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

The hourly rates shall include all cost including applicable overhead and profit, lodging, meals, transportation, rentals, safety gear, telephone costs, cameras, GPS devices and other incidentals.

	<u>POSITIONS</u>	<u>HOURLY RATES*</u>	<u>HOURS**</u>	<u>TOTAL</u>
1.	Project Manager	\$ -		\$ -
2.	Data Manager	\$ -		\$ -
3.	Cost Recovery Specialist	\$ -		\$ -
4.	Field Supervisors	\$ -		\$ -
5.	Fixed Site Monitors	\$ -		\$ -
6.	Environmental Specialist	\$ -		\$ -
7.	GIS Specialist	\$ -		\$ -
8.	Supervising Monitors	\$ -		\$ -
9.	Billing/Invoice Analysts	\$ -		\$ -
10	Administrative Assistants	\$ -		\$ -
11.	Field Monitors	\$ -		\$ -
TOTAL (Items 1-11)				\$ -

\*Any overtime will be billed at the Hourly Rate times 1.5. Overtime is not to be included in the rates above.

\*\*These hours are not intended to represent the actual contract amount but are an estimated representation of a typical work week. The actual contract value will be negotiated with the successful proposing agency prior to issuance of the Notice to Proceed for each event.

***This document must be completed and returned with your Submittal***

## Section 7 – Client References

### **PROFESSIONAL REFERENCES**

Please provide three (3) current and correct references from clients for similar services.

1. Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
City, State: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Description of project: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Start/End Date of Contract: \_\_\_\_\_
  
2. Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
City, State: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Description of project: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Start/End Date of Contract: \_\_\_\_\_
  
3. Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
City, State: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Description of goods or services provided: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Start/End Date of Contract: \_\_\_\_\_

***This document must be completed and returned with your Submittal***



## Section 8 – Contract

State of Alabama )

County of Baldwin)

### CONTRACT FOR CONSTRUCTION SERVICES

This **Contract for Construction Services** (“Contract”) is made and entered into by and between the Baldwin County Commission, the honorable governing body of Baldwin County, Alabama, a political subdivision of the State of Alabama (hereinafter called “COUNTY”), and **PROVIDER** (hereinafter referred to as “PROVIDER” or “CONTACTOR”).

The Bid Specifications are fully set forth as part of this Contract and incorporated herein by reference.

### WITNESSETH:

Whereas,

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,  
by and through the Baldwin County Commission
  - 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 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, and any and all agents, assigns and subcontractors retained by it to perform work required by this contract, possess the professional, technical, and administrative personnel with the specific experience and training necessary to provide the services required herein.
- V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution. \_

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

PROVIDER:

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

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

**“All provision and conditions and/or specifications listed/stated in the Request for Proposals (RFP) for the Disaster Debris Monitoring Services for the Baldwin County Commission.”**

- A. PROVIDER will provide ongoing communications with the 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 may terminate this Contract, with or without cause or reason, by giving written notice of such to the PROVIDER. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

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

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

- XX. Direct Expenses.** Compensation to PROVIDER for work shall be paid in accordance with the Contractors Bid approval by the County Commission. 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 the same shall terminate upon both the expiration of twelve (12) months, with an option to extend for two (2) twelve (12) month periods or until such time that a new contract can be bid and awarded. Any additional extension will be at the same prices, terms and conditions. Any successive contract(s) must have the written approval of both the County and the Contractor no later than thirty (30) days prior to the expiration of the original contract. Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.
- XXIII. Force Majeure.** The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXIV. Indemnity and Hold Harmless.** To the extent allowed by law, the **PROVIDER** shall indemnify, defend and hold harmless the County, and its Commissioners, State of Alabama, the Federal Government, and their officers, agents, employees and representatives from and against all claims, damages, losses, demands, payments, suits, actions, recoveries and judgments of every nature and description and expenses, including attorneys' fees and costs, arising out of, resulting from or related to the performance of the Work, provided that any such claim, damage, loss or expense: (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and (2) is caused in whole or in part by an act or omission of the **PROVIDER**, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- The **PROVIDER** shall assume all risk and bear any loss or injury to property or persons occasioned by neglect or accident during the progress of Work until the same shall have been completed and accepted. **PROVIDER** shall also assume all blame or loss by reason of neglect or violation of any state or federal law or municipal rule, regulation or order. The **PROVIDER** shall give to the proper authorities all required notices relating to the Work, obtain all official permits and licenses and pay all proper fees. **PROVIDER** shall make good any injury that may have occurred to any structure or utility in consequence of the Work.
- In any and all claims against the County or its officers, agents, employees or representatives by any employee of the **PROVIDER**, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under the "INDEMNITY PROVISIONS" shall not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the **PROVIDER** or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.
- The indemnification obligations contained in this section shall survive the expiration or termination of this Contract.
- XXV. Number of Originals.** This Contract shall be executed with three (3) originals, each of which shall be equally valid as an original.
- XXVI: Governing Laws:** The 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.\_



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:

\_\_\_\_\_  
JAMES E. BALL /Date  
Chairman

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

State of Alabama)

County of Baldwin)

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

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public, Baldwin County, AL  
My Commission Expires

PROVIDER:

Insert Name

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

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

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

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

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

**The contractor will furnish a Performance Bond and a Labor and Materials Bond in the form and terms approved by the County in an amount not less than the estimated event cost for any and/or all events within 10 days of receiving the Notice to Proceed.**

**The cost of said bond premiums will not be an additional cost to the County.**

**The contractor shall immediately furnish a Certificate of Insurance listing the Baldwin County Commission as additional insured through the end of the contract term (annually upon renewal) for limits stated in bid specifications.**



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1073, **Version:** 1

**Item #:** BE20

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/21/2022

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director / Zach Hood, EMA Director / Tom Tyler, Deputy Director / Danon Smith, Emergency Management Officer

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

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### **ITEM TITLE**

Request for Proposals (RFP) for Hazardous Waste Cleanup Services for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Award the Request for Proposals (RFP) for Hazardous Waste Cleanup Services to **PPM**

**Consultants, Inc.**, and authorize the Chairman to execute the Contract for thirty-six (36) months. (Contract effective upon full execution.)

### **BACKGROUND INFORMATION**

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

04/19/2022: Authorized the Purchasing Director to solicit a Request for Proposals (RFP) for Hazardous Waste Cleanup Services for a three (3) year period for the Baldwin County Commission.

**Background:** The Request for Proposals were received in the Purchasing Office on May 25, 2022, at 2:30 p.m. Three (3) vendors submitted a proposal and after review by Wanda Gautney, Danon Smith, and Tom Tyler, PPM Consultants, Inc., was selected. The RFPs were tabulated on qualifications, completeness of proposal, and cost submitted. The committee feels PPM Consultants, Inc., met the requirements as put forth in our Request for Proposals. The Hazardous Waste Cleanup Services will be for a three (3) year period. Baldwin County is required to have a Spill Prevention Control and Counter Measures Plan (SPCC Plan) in accordance with the Environmental Protection Agency (EPA) guidelines for all County backyard fueling sites. The SPCC Plan requires that you list a qualified company to perform the cleanup for any spills that may occur from County owned and operated fueling equipment. In order for the County to be eligible to participate in the Alabama Underground and Aboveground Storage Tank Trust Fund, the County has to have a Spill Prevention Plan in place for all fuel sites located on County property. PPM Rate Schedule is attached for review.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** Variable

**Budget line item(s) to be used:** Various Department Budgets if a cleanup is necessary.

**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 Services Contract

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 6/21/2022

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

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

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



**PPM CONSULTANTS, INC.  
STANDARD RATE SCHEDULE**

**JANUARY 2022**

**PROFESSIONAL SERVICES**

Description	Rate
Professional Level 19.....	\$278.00
Professional Level 18.....	\$268.00
Professional Level 17.....	\$257.00
Professional Level 16.....	\$247.00
Professional Level 15.....	\$239.00
Professional Level 14.....	\$229.00
Professional Level 13.....	\$218.00
Professional Level 12.....	\$208.00
Professional Level 11.....	\$196.00
Professional Level 10.....	\$184.00
Professional Level 9.....	\$172.00
Professional Level 8.....	\$160.00
Professional Level 7.....	\$147.00
Professional Level 6.....	\$135.00
Professional Level 5.....	\$124.00
Professional Level 4.....	\$111.00
Professional Level 3.....	\$ 99.00
Professional Level 2.....	\$ 87.00
Professional Level 1.....	\$ 76.00
Technical Level 4.....	\$ 99.00
Technical Level 3.....	\$ 87.00
Technical Level 2.....	\$ 76.00
Technical Level 1.....	\$ 68.00
CAD/Graphic Designer 3.....	\$111.00
CAD/Graphic Designer 2.....	\$ 99.00
CAD/Graphic Designer 1.....	\$ 87.00
Administrative 3.....	\$ 87.00
Administrative 2.....	\$ 76.00
Administrative 1.....	\$ 68.00

**TRANSPORTATION**

Vehicles ..... Current IRS rate plus 10% per mile

**OUTSIDE SERVICES /  
REIMBURSABLE EXPENSES**

Invoice cost plus 15% (or per specific proposal)

**EQUIPMENT, SUPPLIES, ETC.**

**SAMPLING DEVICES**

Description	DAILY RENTAL	WEEKLY RENTAL
Drager Pump	\$ 32.00	\$128.00
Hand Auger	\$ 24.00	\$ 96.00
Sampling Pump	\$ 82.00	\$328.00

**METERS AND INSTRUMENTS**

Description	DAILY RENTAL	WEEKLY RENTAL
Anemometer	\$ 18.00	\$ 72.00
Conductivity Meter	\$ 28.00	\$104.00
Conductivity/TDS/Temp Meter	\$ 46.00	\$184.00
Dissolved Oxygen Meter	\$ 34.00	\$136.00
Hermit Data Logger	\$178.00	\$712.00
Flame Ionization Detector (FID)	\$168.00	\$672.00
Photo-Ionization Detector (PID)	\$ 94.00	\$376.00
Combustible Gas Indicator	\$ 80.00	\$320.00
Interface Probe	\$ 40.00	\$120.00
Transit, Tripod, Rod	\$ 38.00	\$152.00
Manometer	\$ 16.00	\$ 64.00
ORP Meter	\$ 28.00	\$112.00
pH/Conductivity Meter	\$ 30.00	\$120.00
pH Meter	\$ 18.00	\$ 72.00
Temperature Probe	\$ 18.00	\$ 72.00
pH/Cond/Temp/DO/Turbidity Meter	\$110.00	\$440.00
UAV (drone)	\$ 88.00	\$352.00
Vacuum Pump	\$ 34.00	\$136.00
Water Level Meter	\$ 20.00	\$ 80.00

**SUPPLIES**

Description	COST PER UNIT	UNITS
2" Bailer	\$ 16.00	each
3" Bailer	\$ 36.00	each
Disposable Bailer	\$ 9.00	each
Sampling Jars	\$ 24.00	case
Sample Kit	\$ 30.00	each
Sample Gas Bags	\$ 25.00	each
Face Shield	\$ 6.00	each
Respirator Cartridges	\$ 22.00	each
Tyvek Apron	\$ 3.00	each
Tyvek Sleeves	\$ 4.00	pair
Tyvek Suit	\$ 9.00	each

**COPIES & PRINTS**

Description	COST PER UNIT	UNITS
Color Prints – 24"X36"	\$ 18.00	each
Black & White Prints – 24"X36"	\$ 8.00	each
Copies	\$ 0.15	each
Color Copies	\$ 0.65	each
Tabs	\$ 0.45	each
Binders – 1" to 2"	\$ 8.00	each
Binders – > 2"	\$ 18.00	each
Sheet Protectors	\$ 1.75	each

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 **PPM Consultants, Inc.** (hereinafter referred to as "PROVIDER").

The bid specifications are fully set forth as part of this contract.

### WITNESSETH:

**Whereas**, at its regular meeting on Tuesday, April 19, 2022, the COUNTY authorized staff to solicit a Request for Proposals (RFPs) for Hazardous Waste Cleanup Services; and

**Whereas**, the PROVIDER responded to the RFP and was chosen by the COUNTY to provide needed services in accordance with the RFP and Response.

**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:           PPM Consultants, Inc.

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

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

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

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

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

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

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

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

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

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

**XII. Failure to Strictly Enforce Performance.** The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by

PROVIDER as constituting, a default or be construed as a waiver or relinquishment of

the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

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

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

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

PROVIDER: PPM Consultants, Inc.  
30704 Sgt El Boots Thomas Drive  
Spanish Fort, AL 36527  
ATTN: Isaac Smith

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

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

**"All provision and conditions and/or specifications listed/stated in the Request for Proposal for Hazardous Waste Cleanup for the Baldwin County Commission."**

- A. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
- B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
- C. PROVIDER represents and warrants that its services shall be performed



within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

**XVII. General Responsibilities of the COUNTY.**

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

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

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

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

**XX. Direct Expenses.** Compensation to PROVIDER for work shall be paid **as provided for in the Fee Schedule listed in Contract Booklet.** Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services

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

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

**XXII. Effective and Termination Dates.** This Contract shall be effective for thirty-six (36) months and commence immediately upon the same date as its full execution and same shall terminate upon both the expiration of thirty-six (36) months or either by giving thirty (30) days written notice of such to the other party. [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 extent allowed by law, the PROVIDER shall indemnify, defend and hold County, and its Commissioners, affiliates, employees, agents, and representatives (collectively referred to in this Section XXIV as "COUNTY") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon COUNTY, as a result of or in any manner related to provision of services hereunder, or any act or omission, by PROVIDER. PROVIDER shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of this Contract.

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

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

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

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

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

COUNTY

ATTEST:

\_\_\_\_\_/\_\_\_\_\_  
JAMES E. BALL, Chairman /Date

\_\_\_\_\_/\_\_\_\_\_  
RONALD J. CINK, /Date  
Budget Director

State of Alabama )

County of Baldwin )

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

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

**SIGNATURE AND NOTARY PAGE TO FOLLOW**

PROVIDER:

***PPM Consultants, Inc.***

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

State of Alabama)

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

I, \_\_\_\_\_, Notary Public in and for said County and State, hereby certify that  
\_\_\_\_\_ as \_\_\_\_\_ of PPM Consultants, 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 PPM Consultants, Inc.

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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





# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1060, **Version:** 1

**Item #:** BE21

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/21/2022

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director / Deidra Hanak, Personnel Director

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

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### **ITEM TITLE**

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

### **STAFF RECOMMENDATION**

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

### **BACKGROUND INFORMATION**

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

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

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

### **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:** 6/21/2022

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

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

Mail RFP

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

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

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

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

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

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

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

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

## **I. BACKGROUND**

The Baldwin County Commission requires all departments to follow the “Temporary Labor Policy” as adopted on November 3, 2009, and amended on June 7, 2011, and June 21, 2011, and May 19, 2015, and September 7, 2021, and as may be further amended by the Baldwin County Commission. The purpose of this policy is to govern the use of temporary labor through closely monitoring its usage and the financial impact on the county’s budget.

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

A temporary worker shall not be used continuously for more than twelve (12) months and shall not be re-employed without a one (1) month break in service unless the worker is assigned to a specific project with a pre-determined termination date. For purposes of temporary workers employed as of the date of adoption of this policy, the time limitations set out in this paragraph shall be measured from the date of the temporary worker’s start date.

## **II. BALDWIN COUNTY GOAL & OBJECTIVE**

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

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

## **III. GENERAL PROVISIONS**

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

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

1. The County will require the service provider to conduct criminal background checks and motor vehicle checks on all applicants and pre-employment drug screens on safety sensitive applicants. The service provider will inform the County of any negative outcome of background checks and pre-employment drug screens. The service provider will furnish driver licenses numbers, expiration dates and dates of birth to the County for verification of eligibility to drive a County owned vehicle in the course and scope of work.



2. The County requires that all temporary employees be verified as legally eligible to work in the United States through the Department of Homeland Security. This documentation is required in addition to completion of the I-9 form. The County reserves the right to release any temporary staff member with an unfavorable background.
3. Baldwin County will not pay a fee of any kind for an employee that the service provider provides to the County that the County hires on a full-time, part-time, permanent, or limited basis; nor, shall an employee be extended on the service provider's payroll once the employee is placed on Baldwin County's payroll.
4. Service providers should include a copy of their ADA Policy, Equal Employment Policy, Sexual Harassment Policy, the policy for when employees are injured on the job and any policies on benefits the temporary employee may be offered by the employing temporary agency, in the proposal package.

#### **IV. SCOPE OF PROPOSAL**

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

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

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

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

#### **IV. PROPOSED PLAN**

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

**A. Cover Sheet**

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

**B. Overview**

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

**C. Implementation Approach**

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

**D. Pricing Information**

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

**E. Customer References**

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

#### **V. PROPOSAL SUBMISSION**

**Three (3) original paper copies** of the proposal must be received by the County prior to **2:00 P. M., (Central Standard Time) on \_\_\_\_\_, 2022.** All copies of the proposals must be under sealed cover and plainly marked. **No emailed proposals will be accepted.** Proposals should be delivered or mailed to:

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

#### **VI. INQUIRES AND QUESTIONS**

Inquires or questions should be submitted by email only to Wanda Gautney, Purchasing Director, [wgautney@baldwincountyal.gov](mailto:wgautney@baldwincountyal.gov) no later than \_\_\_\_\_, 2022. All inquiries or questions should be consolidated by each service provider and submitted prior to the **3:00 P. M.**, deadline. All questions that are submitted will be answered and posted to the County website by \_\_\_\_\_, 2022.

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

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

## **VIII. HOLD HARMLESS PROVISION**

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

## **IX. SERVICE PROVIDER QUALIFICATIONS**

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

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



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

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

## **X. SERVICE TEST PERIOD**

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

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

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

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

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

The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should the service provider

fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend any Agreement until insurance is obtained, terminate any Agreement immediately without further action, or hold service provider in material default and pursue any and all remedies available. Said Certificate of Insurance evidencing the requisite must be provided upon submission of the RFP.

## **Attachment A: Cover Sheet**

### **Baldwin County RFP – Temporary Clerical & Labor Services**

**Proposal Date:** \_\_\_\_\_

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Company Web Page:** \_\_\_\_\_

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

**Fax:** \_\_\_\_\_

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

**Signature:** \_\_\_\_\_

## Attachment B: RFP Check List

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



## **Attachment C: EXAMPLE BALDWIN COUNTY SERVICE CONTRACT**

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

State of Alabama            )

County of Baldwin        )

### **CONTRACT FOR PROFESSIONAL SERVICES**

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

### **WITNESSETH:**

**Whereas,**

**Whereas,**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PROVIDER:

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

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

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

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

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

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

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

A. Attachment A – Cover Sheet

B. Attachment B – Check List

C. Attachment C – Contract

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

E. Attachment E – Fee Schedule

F. Attachment F – Certificate of Insurance

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



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

**XVIII. General Responsibilities of the COUNTY.**

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNTY

ATTEST:

\_\_\_\_\_/\_\_\_\_\_  
JAMES E. BALL, Chairman /Date

\_\_\_\_\_/\_\_\_\_\_  
RONALD J. CINK, /Date  
Budget Director

State of Alabama )

County of Baldwin )

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

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

**SIGNATURE AND NOTARY PAGE TO FOLLOW**

PROVIDER:

*Insert Provider Name*

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

State of Alabama)

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

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

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

## TEMPORARY CLERICAL, LABOR, AND SHELTER WORKER POSITIONS

### Attachment D

WORKING TITLE	SUMMARY	PHYSICAL DEMANDS	MINIMUM REQUIREMENTS
Brats Driver (Non-CDL)	Operate vehicle, carry out pre-trip and post-trip inspections, and keep accurate reports concerning routes, passengers, vehicles and monies (fares).	Driver must be able to see, read, write, stand, walk, reach, pull, push, bend, turn, climb, escort passengers, observe passengers, lift a minimum of 50 lbs., and secure passengers and mobility devices.	20/40 vision or better with corrective lenses, ability to work different shifts, must be insurable. High School/GED Valid Driver's License
Brats Driver (CDL)	Operate vehicle, carry out pre-trip and post-trip inspections, and keep accurate reports concerning routes, passengers, vehicles and monies (fares).	Driver must be able to see, read, write, stand, walk, reach, pull, push, bend, turn, climb, escort passengers, observe passengers, lift a minimum of 50 lbs., and secure passengers and mobility devices.	Valid commercial Alabama Driver License with Passenger Endorsement, 20/40 vision or better with corrective lenses, ability to work different shifts, must be insurable.
Custodian	General cleaning and housekeeping duties.	Must lift, carry and move materials, equipment, and tools weighing 25 lbs. or more.	High School/GED preferred
Laborer	Performs routine manual labor which does not require a high degree of skill. May also drive trucks and light tractors that do not require a CDL.	Frequent lifting/maneuvering of heavy objects up to 50 lbs. and using tools requiring a high degree of dexterity.	High School/GED preferred Valid Driver's License, good MVR
Office Assistant	Entry level clerical, receptionist, typing, data entry and filing.	Typically require walking, pushing, pulling, lifting of up to 20 lbs. occasionally.	High School/GED Basic office principles Communications skills
Solid Waste Technician	Responsible for the collections of household garbage.	Ability to lift heavy garbage cans.	High School/GED Valid Driver's License
Detention Worker I	Highly responsible for supervision involving the care, custody and control of juvenile population and the facilitating and/or co-facilitating of the educational sessions.	Ability to walk 1.5 miles in 30 minutes or less, stand for long lengths of time, Able to be outside in a variety of heat and cold conditions for up to 3 hours, drag, lift and pull a minimum of 50 lbs., must be able to rapidly respond, which may include sprinting, jogging, running to maintain safety of residents and staff. Bend, Kneel and squat repeatedly as needed	High School/GED Writing Skills to clearly and neatly complete reports, forms and logbook entries



## TEMPORARY CLERICAL, LABOR, AND SHELTER WORKER POSITIONS

### Attachment D

Building Maintenance Worker	Make repairs on plumbing, heating, cooling and electrical systems. Performs carpentry work as required. Perform emergency mechanical repairs as needed.	Bending, climbing, kneeling, squat, lift a minimum of 50 lbs., pulling, pushing	High School/GED Valid Driver's License Minimum of 3 years' experience in building maintenance Knowledge of plumbing, heating, air conditional and electrical systems Skills to understand mechanical reports, blueprints, and wiring diagrams Ability to inspect, diagnose problems, and complete repairs in a timely and effective manner Knowledge of basic carpentry
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## TEMPORARY CLERICAL, LABOR, AND SHELTER WORKER POSITIONS

### Attachment D

<b>SHELTER MANAGEMENT</b>			
<b>WORKING TITLE</b>	<b>SUMMARY</b>	<b>PHYSICAL DEMANDS</b>	<b>MINIMUM REQUIREMENTS</b>
Head Shelter Manager	Ensure Ops Plan is followed, responsible for set-up and closing their shelter. Communicate with staff/evacuees	Lift up to 20 pounds Stay at shelter for duration of activation	High School Diploma/GED
Assistant Manager	Ensure Ops Plan is followed/communicate with staff/evacuees-help with logistics and registration	Lift up to 20 pounds Stay at shelter for duration of activation	High School Diploma/GED
Shelter Worker	Assist with shelter set-up, closing and registration. Communicate with evacuees and help meet their needs.	Lift up to 20 pounds Stay at shelter for duration of activation	High School Diploma/GED
Cafeteria Manager	Responsible for on-site food preparation. Ensure sanitary food handling procedures are followed. Keep track of supplies and food received and expended	Lift up to 20 pounds Stay at shelter for duration of activation	High School Diploma/GED
Cafeteria Worker	Assist cafeteria manager with on-site food preparation. Follow sanitary food handling procedures	Lift up to 30 pounds Stay at shelter for duration of activation	High School Diploma/GED
Custodian Manager	Responsible for ensuring cleaning operations are maintained to a safe and sanitary level. Keep track of cleaning supplies received and expended.	Lift up to 30 pounds Stay at shelter for duration of activation	High School Diploma/GED
Custodian	Responsible for assisting the Custodial Managers with ensuring cleaning operations are maintained to a safe and sanitary level.	Lift up to 20 pounds Stay at shelter for duration of activation	High School Diploma/GED
Interpreter	Responsible in assisting the shelter manager and staff with interpreting English to Spanish and Spanish to	Stay at shelter for duration of activation	Be able to interpret English/Spanish

## TEMPORARY CLERICAL, LABOR, AND SHELTER WORKER POSITIONS

### Attachment D

	English		
Bus Driver	Responsible for driving evacuees from a designated pick up point to a designated HUB.	Be able to drive for 8-12 hours a day.	Possess a valid/current CDL with passenger endorsement.

## FEE SCHEDULE

<b>Item #</b>	<b>Job Title</b>	<b>Minimum Hourly Rate</b>
<b>1</b>	<b>Custodian</b>	<b>\$12.75</b>
<b>2</b>	<b>Laborer</b>	<b>\$13.38</b>
<b>3</b>	<b>Office Assistant</b>	<b>\$13.38</b>
<b>4</b>	<b>Bus Driver (Non-CDL)</b>	<b>\$12.13</b>
<b>5</b>	<b>Bus Driver (CDL)</b>	<b>\$14.05</b>
<b>6</b>	<b>Solid Waste Technician</b>	<b>\$13.38</b>
<b>7</b>	<b>Detention Worker I</b>	<b>\$16.26</b>
<b>8</b>	<b>Building Maintenance Worker</b>	<b>\$18.10</b>
<b><i>Emergency/Shelter Positions</i></b>		
<b>1</b>	<b>Head Shelter Manager</b>	<b>\$25.00</b>
<b>2</b>	<b>Assistant Shelter Manager</b>	<b>\$20.00</b>
<b>3</b>	<b>Shelter Support Staff</b>	<b>\$15.00</b>
<b>4</b>	<b>Cafeteria Manager</b>	<b>\$20.00</b>
<b>5</b>	<b>Cafeteria Support Staff</b>	<b>\$15.00</b>
<b>6</b>	<b>Custodian Manager</b>	<b>\$20.00</b>
<b>7</b>	<b>Custodian Support Staff</b>	<b>\$20.00</b>
<b>8</b>	<b>Interpreter</b>	<b>\$20.00</b>
<b>9</b>	<b>Bus Driver</b>	<b>\$15.00</b>



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1059, **Version:** 1

**Item #:** BE22

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/21/2022

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director/Brian Peacock, CIS Director/Teddy Faust, Revenue Commissioner

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

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### **ITEM TITLE**

Request for Qualifications for 2023 Digital Orthophoto Acquisition

### **STAFF RECOMMENDATION**

Authorize the Purchasing Director to advertise the Request for Qualifications (RFQ) for the acquisition of countywide orthophotos and optional building footprint data.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** The Baldwin County Commission has maintained a full suite of GIS data dating back to 1996.

**Background:** The Commission has acquired imagery in four-year intervals since the inception of the digital GIS database system in 1996. Imagery acquisitions have taken place in 1996, 2001, 2005, 2009 and 2013. In January of 2013, the Commission entered into an agreement with Pictometry to acquire imagery in three-year intervals provided funds were budgeted for the future 2016 project. Due to changes in pricing and availability, the Revenue Commission Department requested to opt-out of the existing agreement and enter into a new agreement. The new agreement will allow for annual flyovers of portions of the County over the next three years in order to maintain current imagery for reappraisal purposes. This data has historically been funded by the Reappraisal Fund (51810.5150.1502) via the Revenue Commission Department and is extensively used in the reappraisal process and numerous other County Commission departments. The 2020 Digital Orthophoto Acquisition of the County was last brought forward in December 2019 for a three-year contract with Pictometry.

### **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:** 6/21/2022

**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 RFQ

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

**\*\*REQUEST FOR QUALIFICATIONS\*\***  
**2023 UPDATE TO THE BALDWIN COUNTY GIS**

**STATE OF ALABAMA**

**COUNTY OF BALDWIN**

**NOTICE IS HEREBY GIVEN** that the County Commission of Baldwin County, Alabama, will receive proposals in the Communications and Information Systems Department for updates to existing GIS data including digital orthophotos with optional building footprint data for approximately 1630 square miles in Baldwin County, Alabama. This data may be shared, at the discretion of the Baldwin County Commission; with other agencies, municipalities, and third parties which support improvement within Baldwin County. Proposal packets must be received by **no later than 2:00 P. M. on July 27, 2022**, at the following address:

Wanda Gautney  
Purchasing Director  
Baldwin County Commission  
312 Courthouse Square, Suite 15  
Bay Minette, Alabama 36507  
251.580.2520  
[wgautney@baldwincountyal.gov](mailto:wgautney@baldwincountyal.gov)

**One (1) original and five (5) copies** are to be submitted no later than 2:00 P.M. CST on July 27, 2022. No emailed or faxed materials will be accepted.

Proposals will be rated (on a scale of 1 to 10) by the Baldwin County GIS Project Management Team based on the following:

- ✓ Experience of the firm with similar projects
- ✓ Experience of personnel assigned to project
- ✓ Number, location, and availability of qualified personnel and equipment
- ✓ Project approach
- ✓ Ability to demonstrate how the project approach will meet or exceed project goals
- ✓ Innovative approaches/alternate methods to minimize cost while retaining the highest quality product

In order to be considered, the proposal packet must address all specifications in this RFQ and, in addition, contain all of the following:

- ✓ Introduction and Executive Summary
- ✓ Company Information
- ✓ Experience Profile
- ✓ Project Approach

- ✓ Tentative Project Schedule
- ✓ Signed guarantee

## **INTRODUCTION AND EXECUTIVE SUMMARY**

- ✓ Please submit an introduction and abbreviated summary of the project as a whole.

## **COMPANY INFORMATION**

- ✓ List GIS/Mapping projects (of any size) performed for local (county or municipality), state, or federal government, in which you were prime contractor, completed during the last three (3) years.
- ✓ Are there any judgments, claims, suits pending or outstanding against your organization? If so, include details.
- ✓ Has your organization filed any lawsuits or claims with regard to GIS/Mapping projects listed above? If so, include details.
- ✓ List any and all other GIS/Mapping projects in which you are currently the prime contractor.
- ✓ List the year your organization was established.
- ✓ Is your company or any member of the company barred from doing work for local, state, or federal government?
- ✓ List Jurisdictions, trade categories, and corresponding license numbers in which your organization is legally qualified to do business on this project
- ✓ Attach a letter from your surety company stating your organization's bonding capacity.
- ✓ Attach a financial statement for the most recent fiscal year.
- ✓ Include any other pertinent documentation to substantiate competence and financial responsibility.

## **EXPERIENCE PROFILE**

- ✓ Describe the unique qualifications and experiences of your firm as well as any subcontractors. Highlight approaches and technologies you have used, and how they would apply to this project. Be sure to include details about specific projects, including the name of the client, a contact name and telephone number, and the approximate dates of the project.
- ✓ Describe the experience of the staff who will be assigned to this project, including subcontractors' staff. Highlight the number of years of experience, and any special considerations, such as licensing or certifications held.
- ✓ Provide a list of five (5) references who can be contacted to verify experience of the firm(s) and staff who will be assigned to this project.

## **PROJECT APPROACH**

- ✓ Based on the attached project specifications, please define the approach your firm recommends for completing this project. Highlight any special ideas, techniques, or innovations which would improve the quality of the products, reduce the resources needed to complete the project, and/or would positively impact the time frame necessary to complete this project. Include an equipment and capabilities section in the project approach that details the equipment, software, and other capabilities that your firm or your subcontractors anticipate using on this project. Highlight the benefit of using this equipment, software, or other capabilities on this project.

## **PROJECT SCHEDULE OUTLINE**

- ✓ Outline the proposed project schedule, highlight any milestones and describe times that are critical to the success of the project

## **SIGNED GUARANTEE**

- ✓ All returned proposals shall contain a signed statement by the contractor guaranteeing that all mapping related work and deliverables will meet or exceed National Map Accuracy Standards (NMAS), FEMA Guidelines and Specifications for Flood Hazard Mapping Partners (Appendix A: Guidance for Aerial Mapping and Surveying), and The State of Alabama Department of Revenue Ad Valorem Tax Division Specifications for Property Ownership Maps, Aerial Photograph and Computer Assisted Mapping.

## **HOLD HARMLESS PROVISION**

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

## **SERVICE PROVIDER QUALIFICATIONS**

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

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

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

### **LATE SUBMISSIONS**

Request for Qualifications not received prior to the Date and Time specified in this document will not be considered and will be returned unopened.





# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1031, **Version:** 1

**Item #:** BE23

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/21/2022

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director / Joey Nunnally, County Engineer / Seth Peterson, Pre-Construction Manager

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

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### **ITEM TITLE**

Request for Qualifications (RFQ) for Investment Grade Traffic Study for Baldwin Beach Express II from I-10 to I-65 for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Authorize staff to begin negotiations with **CDM Smith, Inc.**, so a final award recommendation can be made to the Baldwin County Commission for the Investment Grade Traffic Study for the Baldwin Beach Express II from I-10 to I-65 project.

### **BACKGROUND INFORMATION**

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

03/15/2022: Rejected the packet received on the Request for Qualifications (RFQ) for an Investment Grade Traffic Study for the Baldwin Beach Express II from I-10 to I-65 project.

10/19/2021: Approved the Purchasing Department and Highway Department to develop and advertise a "Request for Qualifications" (RFQ) for a Traffic Study for design services for an investment grade traffic study for the Baldwin Beach Express II from I-10 to I-65 project.

**Background:** County staff advertised the RFQ for the Investment Grade Traffic Study for the Baldwin Beach Express II from I-10 to I-65. Three (3) packages were received on April 27, 2022, at 2:00 P.M. The qualification packages were reviewed by Joey Nunnally, County Engineer, Seth Peterson, Pre-Construction Manager, Wanda Gautney, Purchasing Director, and Alfreda Jeffords, Permit/Subdivision Manager. After reviewing all three (3) firm's submittals, the evaluation committee feels that CDM Smith, Inc., meets the requirements for this project. Staff recommends the Commission authorize staff to begin negotiations with CDM Smith, Inc., so a final award recommendation can be made to the Commission in regard to the selection of a firm to provide the traffic study for the Baldwin Beach Express II from I-10 to I-65.

### **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:** 6/21/2022

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

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

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



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1063, **Version:** 1

**Item #:** BH1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/21/2022

**Item Status:** New

**From:** Brian Peacock, CIS Director

**Submitted by:** Susan Kilby-Aaron, Business Manager

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### **ITEM TITLE**

Purchase of Emergency Equipment

### **STAFF RECOMMENDATION**

Authorize the Communications & Information Systems (CIS) Department to purchase the following equipment:

- 1) One (1) 6 X 12 single-axle enclosed trailer (which includes a spare tire and spare mount) to transport equipment to various locations through-out the County for a total cost of \$5,288.00; and
- 2) Four (4) emergency spare switches (which includes hardware and software) as emergency replacements in case of lightning strikes during peak seasons for a total cost of \$38, 079.72.

### **BACKGROUND INFORMATION**

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

**Background:** Due to manufacturing delays, the purchase of the Cargo Van that was approved for FY2022 will not be purchased. Therefore, an enclosed trailer is needed for the CIS Department to transport equipment to various locations through-out the County.

Due to Hurricane Season and other potential severe weather threats in our area, four (4) emergency spare switches are needed for CIS Department to carry as emergency replacements in case of lightning strikes during these peak seasons.

Please Note: Quotes are valid for 30 days and there is a 14-month lead time to ship.

### **FINANCIAL IMPACT**

**Total cost of recommendation:**

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

- 1) Enclosed trailer - 10051965.55500 - Capital Outlay, Motor Vehicle - total cost \$5,288.00.
- 2) Emergency spare switches - 10051965.55240 - Capital Outlay, Improvements - total cost \$38,079.72

**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:** County Administration Staff to notify Commission approval to the following:

Brian Peacock, CIS Director: [bpeacock@baldwincountyal.gov](mailto:bpeacock@baldwincountyal.gov)

Susan Kilby-Aaron, Business Manager: [skilby@baldwincountyal.gov](mailto:skilby@baldwincountyal.gov)

Susan Kilby-Aaron to purchase assets through Munis and provide purchase order to Vendor(s).  
Follow up with Purchasing Department and CIS Managers.

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

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



# Quote

Date	June 10, 2022
Valid Until	30 days
Quote #	
Customer ID	

## Coastal Dealer Services

7020 Pine Forest Road  
Pensacola, FL 32526  
(850) 791-6614  
[www.coastal-trailer.com](http://www.coastal-trailer.com)

### Quote/Project Description

Matt Fail  
Baldwin County  
[mfail@baldwincountyal.gov](mailto:mfail@baldwincountyal.gov)

Description	Line Total
6x12 single axle enclosed trailer	5,100.00
Spare tire	160.00
spare mount	28.00
Tax and Reg exempt	
Use of credit card adds 3.5% to the total	

### Special Notes and Instructions

Quote valid for 30 days

Subtotal	5,288.00
Sales Tax	
Registration	
Down Payment	
<b>Total</b>	<b>\$ 5,288.00</b>

Above information is not an invoice and only an estimate of services/goods described above.  
Payment will be collected in prior to provision of services/goods described in this quote.

Thank you for your business!



## Solution Summary

### Emergency Spare Switches

<b>Customer:</b> Baldwin County Commission	<b>Primary Contact:</b> Jason Kuehl
<b>Ship To Address:</b> 175 Courthouse Sq CIS Department BAY MINETTE, AL 36507	<b>Email:</b> JKUEHL@baldwincountyal.gov
<b>Bill To Address:</b> 312 Courthouse Square Suite 11 Bay Minette, AL 36507	<b>Phone:</b> (251) 970-4016
<b>Customer ID:</b> VTSBALCOU0001	<b>National Account Manager:</b> Phil Robertson
<b>Customer PO:</b>	<b>Email:</b> probertson@convergeone.com
	<b>Phone:</b> +12514636768

Solution Summary	Current Due	Next Invoice	Due	Remaining	Total Project
Software	\$8,740.56		One-Time		\$8,740.56
Hardware	\$20,363.16		One-Time		\$20,363.16
Maintenance					
CISCO Maintenance	\$8,976.00		Prepaid		\$8,976.00
<b>Project Subtotal</b>	<b>\$38,079.72</b>				<b>\$38,079.72</b>
Estimated Tax	NOT INCLUDED				
Estimated Freight	NOT INCLUDED				
<b>Project Total</b>	<b>\$38,079.72</b>				<b>\$38,079.72</b>

This Solution Summary summarizes the documents(s) that are attached hereto and such documents are incorporated herein by reference (collectively, this "Order"). Customer's signature on this Order (or Customer's issuance of a purchase order in connection with this Order) shall represent Customer's agreement with each document in this Order and acknowledgement that such attached document(s) are represented accurately by this Solution Summary.

Unless otherwise specified in this Order, this Order shall be subject to the following terms and conditions (the "Agreement"): (i) the Master Sales Agreement or other applicable master agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "ConvergeOne" or "Seller") and Customer; or (ii) if no such master agreement is currently in place between C1 and Customer, the Online General Terms and Conditions currently found on the internet at: <https://www.convergeone.com/online-general-terms-and-conditions/>. If Customer's Agreement is a master agreement entered into with one of ConvergeOne, Inc.'s predecessors, affiliates and/or subsidiaries ("Legacy Master Agreement"), the terms and conditions of such Legacy Master Agreement shall apply to this Order, subject to any modifications, located at: <https://www.convergeone.com/online-general-terms-and-conditions/>. In the event of a conflict between the terms and conditions in the Agreement and this Order, the order of precedence shall be as follows: (i) this Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary and any applicable supporting document(s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

This Order may include the sale of any of the following to Customer: (a) any hardware, third party software, and/or Seller software (collectively, "Products"); (b) any installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customers by Seller (collectively, "Professional Services"); (c) any Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or (d) any Seller-provided maintenance services ordered by Customer to maintain and service Supported Products or Supported Systems at Supported Sites to ensure that they operate in conformance with their respective documentation and specifications (collectively, "Maintenance Services"). For ease of reference only, Professional Services, Managed Services and Maintenance Services may be referred to collectively as "Services." Unless otherwise defined herein, capitalized terms used herein will have the same meanings as set forth in the Agreement.

Products and/or Services not specifically itemized are not provided hereunder. This Order will be valid for a period of thirty (30) days following the date hereof. Thereafter, this Order will no longer be of any force and effect.

This Order is a configured order and/or contains software.

## Solution Quote

#	Item Number	Description	Public Sector Contract	Term	Qty	Unit List Price	Extended List	% Disc	Unit Price	Extended Price
<b>C9300L-48P-4G-A</b>										
1	C9300L-48P-4G-A	Catalyst 9300L 48p PoE, Network Advantage ,4x1G Uplink	MA 999 210000000009		4	\$8,729.69	\$34,918.76	51.00 %	\$4,277.55	\$17,110.20
2	CON-SSSNT-C9300AG4	SOLN SUPP 8X5XNBD Catalyst 9300L 48p PoE, Network Advantag	MA 999 210000000009	36	4	\$2,139.00	\$8,556.00	20.00 %	\$1,711.20	\$6,844.80
3	PWR-C1-715WAC-P/2	715W AC 80+ platinum Config 1 SecondaryPower Supply	MA 999 210000000009		4	\$1,478.61	\$5,914.44	45.00 %	\$813.24	\$3,252.96
4	CON-SSTCM-C93LA48	SOLN SUPP SW SUBC9300L Cisco DNA Adv	MA 999 210000000009	36	4	\$666.00	\$2,664.00	20.00 %	\$532.80	\$2,131.20

## Solution Quote

#	Item Number	Description	Public Sector Contract	Term	Qty	Unit List Price	Extended List	% Disc	Unit Price	Extended Price
5	C9300L-DNA-A-48-3Y	C9300L Cisco DNA Advantage, 48-port, 3 Year Term license	MA 999 210000000009	36	4	\$4,459.48	\$17,837.92	51.00 %	\$2,185.14	\$8,740.56



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1051, **Version:** 1

**Item #:** BH2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/21/2022

**Item Status:** New

**From:** Brian Peacock, CIS Director

**Submitted by:** Susan Kilby-Aaron, Business Manager

---

### **ITEM TITLE**

Sale of Surplus Equipment on GovDeals.com - Desktops, Laptops, Printers and Displays

### **STAFF RECOMMENDATION**

Authorize the sale of the following equipment from Communications and Information Systems (CIS) Department by online auction on GovDeals.com:

Lot 1 consists of four (4) Desktops, 8 (eight) Laptops, three (3) Printers and five (5) Displays:

Computer Brand: Hewlett Packard (HP)

Type: Desktop Tower

Model Number: Two (2) EliteDesk 800 G3, one (1) EliteDesk 800 G2 and one (1) EliteDesk 800 G1 SFF

Computer Brand: Hewlett Packard (HP)

Type: Laptop

Model Number: Two (2) Zbook Studio G3, Two (2) Probook 650 G2, Three (3) Elitebook 850 G4 and one (1) Elitebook 850 G3

Printer Brand: Lexmark and HP

Type: Office and Office Desktop

Model Number: One (1) MS811dn and one (1) T642 with 1 extra tray

Model Number: One (1) HP Officejet 4650

Display Brand: Dell

Type: Office Desktop

Model Number: 1907FPt, 1905Fp, U2410P, 1909wf and E198FPt

### **BACKGROUND INFORMATION**

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

**Background:** Currently, the CIS Department has one (1) Lot of equipment/assets to be auctioned on GovDeals.com. The equipment is no longer in use, sold as is and the surplus items should be sold by online auction as defined by Baldwin County Commission Policy 8.8.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** Incoming Revenue

**Budget line item(s) to be used:** Revenue - proceeds from sale of asset in General Fund 100.47901.

**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:** Makayla Shiver or Amanda Cunningham, Finance/Accounting Department and Susan Kilby-Aaron, CIS Department

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
Makayla Shiver or Amanda Cunningham will coordinate the auctioning of Lot 1 through GovDeals.com. Susan Kilby-Aaron will provide documentation as required and handle follow up activity for equipment auction.

**Additional instructions/notes:** Accounting Department: Notify Sherry Smith in purchasing to remove the item from ACCA property liability insurance if applicable.







## LOT 1

### DESKTOPS

HP EliteDesk 800 G3 TWR  
HP EliteDesk 800 G3 TWR  
HP EliteDesk 800 G2 TWR  
HP EliteDesk 800 G1 SFF

### SERIAL NUMBER

2ua734319j  
mxl727187d  
mxl7192hym  
mxl4280q63

### LAPTOPS

HP Zbook Studio G3  
HP Probook 650 G2  
HP Probook 650 G2  
HP Elitebook 850 G4  
HP Zbook Studio G3  
HP Elitebook 850 G3  
HP Elitebook 850 G4  
HP Elitebook 850 G4

cnd62542fq  
5cg651447w  
5cg7231vym  
5cg738444t  
cnd62542fy  
5cg7150kgm  
5cg8110t5g  
5cg747054n

### PRINTERS

Lexmark MS811dn  
HP Officejet 4650  
Lexmark T642 (w/ 1 extra tray)

### SERIAL NUMBER

406336990b7gk  
th7a4h2bf  
792ym92

### DISPLAYS

Dell 1905fp  
Dell U2410F  
Dell1909wf  
Dell E198FPf  
Dell 1907FPt

### SERIAL NUMBER

cn-0t6776-71618-54m-adft  
mx-0c592m-72875-13n-7u6l  
cn-0w760g-72872-97q-7u6l  
cn-0g422h-72872-8cb-1h7s  
cn-0dc323-71618-64h-gfk1

**4 Desktops, 8 Laptops, 3 Printers and 5  
Displays**



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1052, **Version:** 1

**Item #:** BH3

---

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/21/2022

**Item Status:** New

**From:** Brian Peacock, CIS Director

**Submitted by:** Susan Kilby-Aaron, Business Manager

---

### **ITEM TITLE**

Sale of Surplus Equipment on GovDeals.com - Servers

### **STAFF RECOMMENDATION**

Authorize the sale of the following equipment from Communications and Information Systems (CIS) Department by online auction on GovDeals.com:

Total of four (4) Servers for Auction:

Brand: Hewlett Packard (HP) Server

Type: ProLiant

Model: Two (2) DL380P Gen8, One (1) DL360P Gen8 and One (1) DL360P Gen9

### **BACKGROUND INFORMATION**

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

**Background:** Currently, the CIS Department has one (1) lot of equipment/assets to be auctioned on GovDeals.com. The equipment is no longer in use and will be sold as is by online auction as defined by Baldwin County Commission Policy 8.8.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** Incoming Revenue

**Budget line item(s) to be used:** Revenue - proceeds from sale of asset in General Fund 100.47901.

**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:** Makayla Shiver or Amanda Cunningham,  
Finance/Accounting Department and Susan Kilby-Aaron, CIS Department

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
Makayla Shiver or Amanda Cunningham will coordinate the auctioning of Lot 1 on GovDeals.com.  
Susan Kilby-Aaron will provide documentation as required and handle follow up activity for equipment auction.

**Additional instructions/notes:** Accounting Department: Notify Sherry Smith in purchasing to remove the item from ACCA property liability insurance if applicable.



15K  
SAS  
450 GB  
653951

15K  
SAS  
450 GB  
653951

15K  
SAS  
450 GB  
653951

15K  
SAS  
450 GB  
653951

7.2K  
SAS  
3 TB  
653959

7.2K  
SAS  
3 TB  
653959

7.2K  
SAS  
3 TB  
653959

7.2K  
SAS  
3 TB  
653959

7.2K  
SAS  
3 TB  
653959

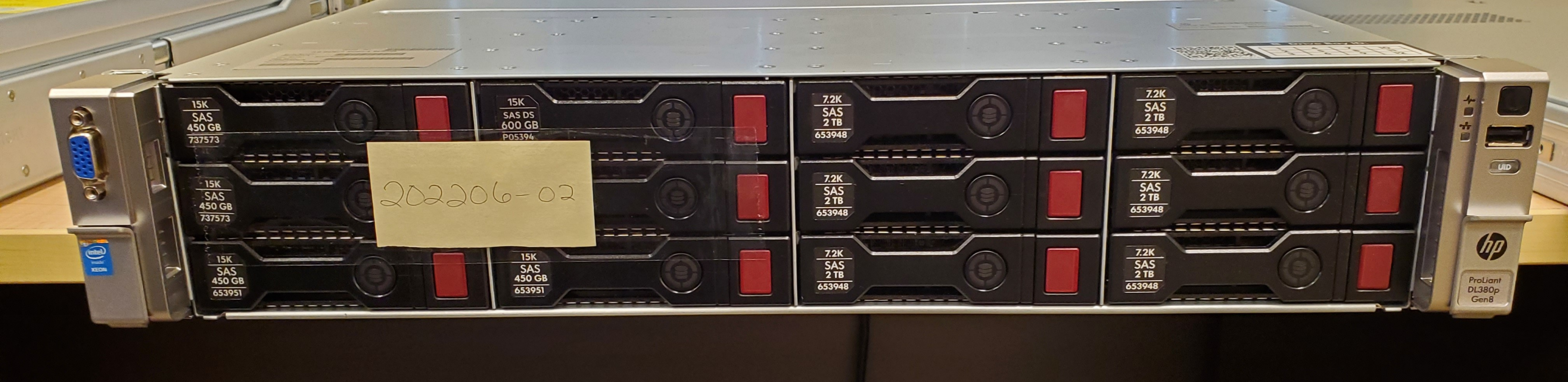
7.2K  
SAS  
3 TB  
653959

7.2K  
SAS  
3 TB  
653959

202206-01







15K  
SAS  
450 GB  
737573

15K  
SAS DS  
600 GB  
P05394

7.2K  
SAS  
2 TB  
653948

7.2K  
SAS  
2 TB  
653948

15K  
SAS  
450 GB  
737573

7.2K  
SAS  
2 TB  
653948

7.2K  
SAS  
2 TB  
653948

15K  
SAS  
450 GB  
653951

15K  
SAS  
450 GB  
653951

7.2K  
SAS  
2 TB  
653948

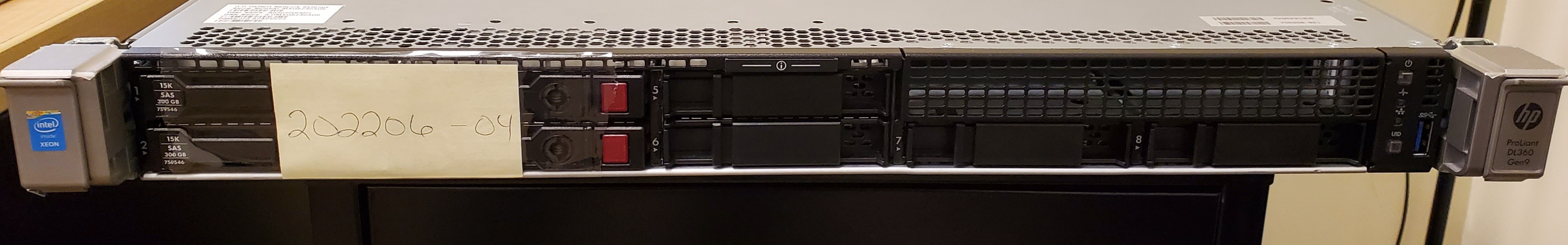
7.2K  
SAS  
2 TB  
653948

202206-02



ProLiant  
DL380p  
Gen8





202206-04

15K  
SAS  
300 GB  
759546

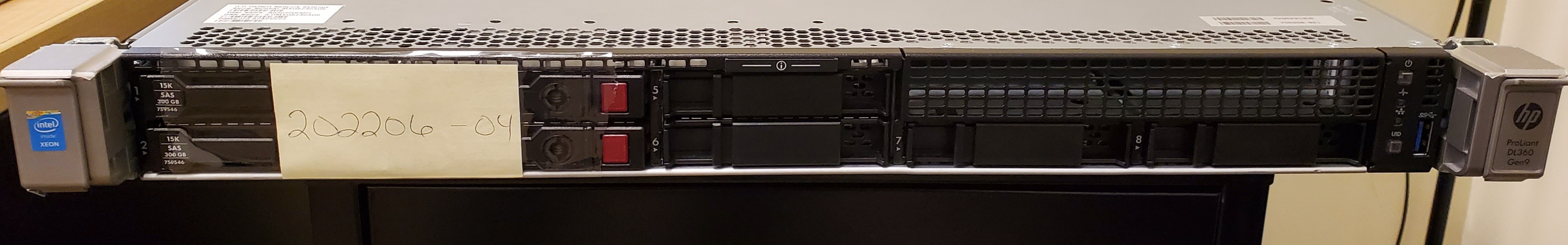
15K  
SAS  
300 GB  
759546

intel  
inside  
XEON

hp

ProLiant  
DL360  
Gen9





202206-04

15K  
SAS  
300 GB  
759546

15K  
SAS  
300 GB  
759546



ProLiant  
DL360  
Gen9



Lot 1

LabelNumber	Brand	Model	SerialNumber
202206-01	HP	ProLiant DL380P Gen8	2M243403MB
202206-02	HP	ProLiant DL380P Gen8	2M243000JN
202206-03	HP	ProLiant DL360P Gen8	MXQ42900C2
202206-04	HP	ProLiant DL360P Gen9	MXQ52303D6

AssetTag
0008920
0008646





# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1078, **Version:** 1

**Item #:** B11

---

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/21/2022

**Item Status:** New

**From:** Kelly Childress, Council on Aging Coordinator

**Submitted by:** Beverly Johnson, Administrative Support, Council on Aging

---

### **ITEM TITLE**

Purchase of One (1) New 2022 Ford Explorer for Council on Aging

### **STAFF RECOMMENDATION**

Authorize Purchasing Director to purchase one (1) new 2022 Ford Explorer at a cost of \$31,308.00, plus \$350.00 delivery fee from the T191 State Vehicle Bid List for the Baldwin County Council on Aging Department.

### **BACKGROUND INFORMATION:**

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

**Background:** The Council on Aging is asking to purchase a 2022 Ford Explorer to be used in the day-to-day activities of the department. The Council on Aging is currently using a 2006 Dodge Caravan that is in need of several repairs.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$31,658.00 - cost of vehicle plus delivery fee

**Budget line item(s) to be used:** 14056200.55500

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

Funding is provided by sale of senior treasures; these funds are rolled back into the program to assist seniors.

### **LEGAL IMPACT**

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

N/A

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

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

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

Wanda Gautney will complete purchase of the 2022 Ford Explorer, Eva Cutsinger will create account 14056200.55500, Ron Cink will budget account..

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

## Beverly Johnson

---

**From:** Kelly Childress  
**Sent:** Friday, June 10, 2022 9:16 AM  
**To:** Beverly Johnson  
**Subject:** FW: New Ford Explorer

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

From: Wanda Gautney <wgautney@baldwincountyal.gov>  
Sent: Friday, June 10, 2022 7:57 AM  
To: Kelly Childress <KChildress@baldwincountyal.gov>  
Subject: FW: New Ford Explorer

Read the email below from Stivers Ford about you an Explorer. The base price is \$31,308 and add \$350.00 for delivery.

Thanks

Wanda Gautney, Purchasing Director  
Baldwin County Purchasing Department  
Phone: (251) 580-2520  
Fax: (251) 580-2536  
Email: wgautney@baldwincountyal.gov

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

From: Gary Montgomery <gary.montgomery@stiversonline.com>  
Sent: Thursday, June 9, 2022 6:26 PM  
To: Wanda Gautney <wgautney@baldwincountyal.gov>  
Subject: RE: New Ford Explorer

Wanda,

I have (20) 2022 white K7D's (200A XLT Rear Wheel Drive 2.3L EcoBoost I-4 engines) on order for stock that are scheduled to be built on 07/11/2022.

They should be here and ready to go by August. These are on the current state contract ( \$31,308 before delivery fee). The same Explorer 2023 on The new state contract we be at least \$4000 more for the same K7D. The order bank will not open till August for the 2023 and they will not start building them until November.

Please give me a call at your convenience tomorrow.

Respectfully,

Gary Montgomery  
Stivers Ford Lincoln  
Commercial Account Manager  
4000 Eastern Boulevard  
Montgomery, AL 36116  
334-613-5000 w  
334-312-1690 c  
gary.montgomery@stiversonline.com

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

From: Wanda Gautney <wgautney@baldwincountyal.gov>  
Sent: Thursday, June 09, 2022 1:51 PM  
To: Gary Montgomery <gary.montgomery@stiversonline.com>  
Subject: New Ford Explorer

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Gary

I am in need of a new Ford Explorer, exterior color white. Do you happen to have one we can purchase off the State of Alabama Contract?

Thanks

Wanda Gautney, Purchasing Director  
Baldwin County Purchasing Department  
Phone: (251) 580-2520  
Fax: (251) 580-2536  
Email: wgautney@baldwincountyal.gov



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-0970, **Version:** 1

**Item #:** BK1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/21/2022

**Item Status:** New

**From:** Zachary Hood, EMA Director

**Submitted by:** Amanda Thweatt, Emergency Management Specialist

---

### **ITEM TITLE**

Memorandum of Understanding with Retired and Senior Volunteer Program for Assisting Baldwin County Emergency Management Agency

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve the Memorandum of Understanding (MOU) between the Baldwin County Commission and Retired and Senior Volunteer Program (RSVP) to provide volunteers to assist the Baldwin County Emergency Management Agency (BCEMA) staff when needed during activations, events, and meetings. The term of this MOU shall commence on the date of full execution and be effective for twelve (12) months unless cancelled by either party; and
- 2) Approve the use of the Waiver, Assumption of Risk, and Indemnity Agreement form for volunteers to execute when assisting with the BCEMA at events, meetings, and during activations.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** July 20, 2021 - Approved a Memorandum of Understanding (MOU) between the Baldwin County Commission and Retired and Senior Volunteer Program (RSVP) to provide volunteers to assist the Baldwin County Emergency Management Agency (BCEMA) staff when needed during activations, events, and meetings; and 2) Approved the use of the Waiver, Assumption of Risk, and Indemnity Agreement form for volunteers to execute when assisting with the BCEMA at events, meetings, and during activations.

**Background:** The RSVP volunteers have been assisting the Baldwin County EMA staff with administrative duties, traffic coordination, etc., during the vaccination site activations for Covid-19 and during the monthly Emergency Support Function meetings. The MOU defines covered services between the two agencies.

### **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 and approved by Laura Coker, on May 31, 2022.

**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, Amanda Thweatt.

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

- 1) Retain a fully executed original document for BCC records.
- 2) Courier a fully executed original to the BCEMA attention Amanda Thweatt
- 3) Mail a fully executed original document to:  
Ms. Dawn Biggs  
Volunteer Coordinator Program Assistant  
Retired and Senior Volunteer Program  
Post Office Box 400  
Daphne, Alabama 36526

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



## MEMORANDUM OF UNDERSTANDING (MOU)

Baldwin County

VOLUNTEER STATION: EMERGENCY MANAGEMENT AGENCY

STATION ADDRESS: 23100 McAuliffe Drive  
Robertsdale, AL 36567

STATION PHONE #: (251) 990-4605

This memorandum contains an outline of necessary provisions applicable to both the RSVP program and the Volunteer Station:

**A. The Volunteer Station will:**

1. Designate a coordinator to serve as liaison with RSVP office.  
Coordinator's Name: Amanda Thweatt /Danon Smith
2. Religious/Political Activities: The Volunteer Station will not request or assign RSVP volunteers to conduct or engage in religious, sectarian or political activities.
3. Displacement of Employees: The Volunteer Station will not assign RSVP volunteers to any assignment which would displace employed workers or impair existing contracts for services.
4. Maintain an RSVP file with a copy of this agreement and copies of volunteer position description for each RSVP volunteer.
5. Assure and instruct volunteer(s) about health and safety procedures for this station.
6. In consultation with RSVP staff, make investigation and reports regarding accidents and injuries involving any RSVP volunteer(s).
7. Provide adequate orientation, in-service instruction, or special training for the volunteer(s).
8. Furnish volunteer(s) with any material required for an assignment.
9. Collect and validate volunteer(s) signed time sheet by the end of each month.
10. Have the right to request removal of a volunteer(s) from service.
11. Provide some kind of support for the volunteer(s).
  - a. Recognition (cards, awards, parties, luncheons, etc.)
  - b. Special Parking Area
  - c. Meal
  - d. Other

B. The Retired and Senior Volunteer Program will:

1. Provide necessary information to Volunteer Station staff prior to placement of volunteer(s) and at other times as the need arises.
2. Review acceptability/accessibility of volunteer(s) assignments and refer interested volunteer(s) to Volunteer Station.
3. Furnish time sheets for recording volunteer(s) hours.
4. Furnish copies of volunteer position description to Volunteer Station and RSVP file.
5. Furnish adequate accident, public and excess automobile liability insurance coverage as required by program policy.
6. Regularly confer with Volunteer Station to assess progress and needs of the program and volunteer(s).
7. Withdraw volunteer(s) from Volunteer Station upon volunteer(s), Volunteer Station or program request.
8. Understand this Memorandum of Understanding is good for one year from date on this form.

C. Special Provisions

1. This memorandum may be amended at any time by the parties.
2. A signed copy of the Memorandum of Understanding will be supplied to the appropriate office.
3. Neither volunteer(s) nor beneficiaries served will be discriminated against on the basis of handicap regarding employment or volunteer service practices, building/site access for program or the workstation programs or activities. No one will be denied opportunities on the basis of sex, color, race, creed, national origin, religious persuasion, marital status or political belief.

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By signing this MOU, the Volunteer Station Representative certifies that the Volunteer Station is a:

- \_\_\_\_\_ Public non-profit organization  
\_\_\_\_\_ Private non-profit organization  
\_\_\_\_\_ Proprietary health care agency

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Volunteer Station Representative

Date

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RSVP Project Director or Volunteer Coordinator

Date

**NOTARY PAGE**

**IN WITNESS THEREOF**, the Parties hereto have executed this Memorandum of Understanding (MOU) effective on the last date that the same is fully executed by the Parties as herein written.

**County:**

\_\_\_\_\_  
James E. Ball, Chairman

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_ a Notary Public in and for said County, In said State, hereby certify that \_\_\_\_\_, Whose name as \_\_\_\_\_, and as the duly authorized Representative of the \_\_\_\_\_ is signed to the foregoing Memorandum of Understanding (MOU), who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

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

**RSVP:**

\_\_\_\_\_  
RSVP Representative

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_ a Notary Public in and for said County, In said State,  
hereby certify that \_\_\_\_\_, Whose name as \_\_\_\_\_,  
and as the duly authorized Representative of the \_\_\_\_\_ is  
signed to the foregoing Memorandum of Understanding (MOU), who is known to me,  
acknowledged before me on this day that, being informed of the contents of the Agreement,  
he/she, as such officer and with full authority, executed the same voluntarily for and as the act of  
said entity.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

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



## **WAIVER, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

I, the undersigned participant, hereby sign this Waiver, Assumption of Risk and Indemnity Agreement (the “Agreement”) in favor of the Baldwin County Emergency Management Agency (“BCEMA”) and the Baldwin County Commission, a political subdivision of the State of Alabama (the “Commission”) on behalf of myself, my personal representatives, heirs, administrators and assigns.

1. Release and Indemnity. In consideration of my participation as a volunteer with the Baldwin County EMA through the Retired and Senior Volunteer Program, I waive and release all claims and causes of action against Baldwin County, Baldwin County Emergency Management Agency, the Baldwin County Commission, and their respective officers, agents, and employees, and agree to indemnify and hold harmless Baldwin County, Baldwin County Emergency Management Agency, the Baldwin County Commission, and their respective officers, agents, and employees, from and against all claims, including attorney fees, for any personal injury, temporary or permanent disability, including death, real or personal property loss, real or personal property damage, economic loss and/or other damages, of any kind related to or arising out of my participation as a volunteer with the Baldwin County EMA through the Retired and Senior Volunteer Program, due to any cause whatsoever, including, without limitation, negligence on the part of BCEMA, exposure to COVID-19 or any future global pandemic or otherwise, while participating as a volunteer with the Baldwin County EMA through the Retired and Senior Volunteer Program. I further acknowledge that the release of liability and indemnity obligations described herein shall not expire.

2. Voluntary Participation and Assumption of Risks. I understand and agree that my participation as a volunteer with the Baldwin County EMA through the Retired and Senior Volunteer Program is voluntary. I further understand and voluntarily assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my participation *as a* volunteer with the Baldwin County EMA through the Retired and Senior Volunteer Program.

3. Identification of Risks. I understand that COVID-19, or likewise, any future global pandemic, poses a hazard to the health, safety, and welfare of the general public and that it is an extremely contagious disease, which can lead to severe illness and death. According to the Centers for Disease Control and Prevention, senior citizens and individuals with underlying medical conditions are especially vulnerable to COVID-19. An inherent risk of exposure to COVID-19 exists in all public places, even outdoors, where one is interacting or in close proximity to other persons which may occur while participating in the Volunteer Program. Given the close proximity of persons while volunteering, compliance with recommended social distancing standards may be difficult or not possible. All volunteers should keep each other healthy by wearing a mask at all times and staying home if he/she feels sick or has been exposed to someone with COVID-19.

4. Severability and Applicable Law. Each term and provision of this instrument shall be valid and enforced separately to the fullest extent permitted by law. This instrument shall be

governed and construed in accordance with the laws of the State of Alabama, with proper venue for any action lying in Baldwin County.

5. Acknowledgment of Understanding. I have read this Waiver and Indemnity Agreement and understand the terms used in it and their legal significance and acknowledge that the waiver and indemnity described herein is voluntarily given. My signature on this document is intended to bind not only myself, but also my successors, heirs, representatives, administrators, and assigns.

IN WITNESS WHEREOF, the undersigned has executed this instrument effective the date set forth below.

Participant: In exchange for being allowed to participate as a volunteer at BCEMA in Baldwin County, through the Retired and Senior Volunteer Program, I verify that I fully understand, agree to, and accept all provisions of this Waiver, Assumption of Risk, and Indemnity and agree to observe all safety rules and procedures implemented by the BCEMA and the Baldwin County Commission.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Printed Name of Participant



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1039, **Version:** 1

**Item #:** BL1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/21/2022

**Item Status:** New

**From:** Terri Graham, Development and Environmental Director

**Submitted by:** Suzanne Doughty, Accounting Manager

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### **ITEM TITLE**

Baldwin County Solid Waste Standard On-call Contracts for Engineering and Related Services

### **STAFF RECOMMENDATION**

Based on Baldwin County Policy #9.10, take the following actions related to standard on-call contracts for engineering and related services:

1) Make the following standard Master On-call Contracts for Professional Services part of the record:

- a) CDG Engineers and Associates
- b) Cornerstone Environmental Group, LLC
- c) Environmental Business Services
- d) Goodwyn Mills Cawood, LLC
- e) SCS Field Services
- f) Terracon Consultants, Inc.
- g) Thompson Engineering, Inc.
- h) TTL, Inc.
- i) Volkert, Inc.

2) Approve each contract including the attached Exhibit A, Insurance Requirements, with each contract.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** 06/18/2019 - Last BCC approval

**Background:** To date, nine (9) of the ten (10) mailed contracts have been signed and returned to the Commission. Staff has not received signed contracts back from the following vendor: Aptim Government Solutions, LLC.

Staff would like to make the received contracts part of the record once approved by the Commission as these vendors will be the Master On-call Contractors for Engineering and Related Services.

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:** 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 & 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 agreements and send fully executed copy of each agreement to vendors and return one copy to Development and Environmental Director.

**Additional instructions/notes:** Mailing addresses for correspondence as follows:

CDG Engineers and Associates

Attn: Michelle Wilson  
1840 US Highway 29 N  
Andalusia, AL 36420

Cornerstone Environmental Group, LLC  
Attn: David Knapp  
1955 Evergreen Blvd  
Suite 300, Building 200  
Duluth, GA 30096

Environmental Business Services  
Attn: Jim McNaughton  
5016 West Concord Rd  
Brentwood, TN 37027

Goodwyn Mills Cawood, LLC  
Attn: Scott Hutchinson  
2039 Main Street  
Daphne, AL 36526

SCS Field Services  
Attn: Robert Butler  
1901 Central Drive, Suite 550  
Bedford, TX 76021

Terracon Consultants, Inc.  
6215 Rangeline Road  
Theodore, AL 36582

Thompson Engineering, Inc.  
2970 Cottage Hill Road  
Suite 190  
Mobile, AL 36606

TTL, Inc.  
Attn: Ken Bailey  
3516 Greensboro Avenue  
Tuscaloosa, AL 35401

Volkert, Inc.  
1680 W. 2<sup>nd</sup> Street  
Suite B  
Gulf Shores, AL 36542



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 CDG Engineers and Associates (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: CDG Engineers and Associates
  - 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: CDG Engineers and Associates  
Attn: Daniel Wells  
1840 US Highway 29 N  
Andalusia, AL 36420

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:**

\_\_\_\_\_/\_\_\_\_\_  
JAMES E. BALL /Date  
Chairman

\_\_\_\_\_/\_\_\_\_\_  
RON CINK /Date  
Budget Director

State of Alabama )  
County of Baldwin )

I, \_\_\_\_\_, Notary Public in and for said County, in said State, hereby certify that, James E. Ball, whose name as Chairman of the Baldwin County Commission, and Ron Cink, whose name as Budget Director 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 \_\_\_\_\_, 2022.

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

PROVIDER

R D Wells

BY: R DANIEL WELLS / 5/12/22  
AS ITS: Chief Operating / Date  
Officer

State of Alabama )

County of ~~Baldwin~~ )  
Covington

I, Michelle Wilson, Notary Public in and for said County, in said State, hereby certify that, R. Daniel Wells, whose name as Chief Operating Officer of C.D.G, Inc., a Corporation, 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 Corporation.

Given under my hand and official seal, this the 12<sup>th</sup> day of May, 2022.

Michelle Wilson  
Notary Public, Covington County, Alabama  
My Commission Expires: 9-27-22

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 Cornerstone Environmental Group, LLC "Tetra Tech" (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:

✓ JOK 6/9/2022

- I. Definitions. The following terms shall have the following meanings:
- A. COUNTY: Baldwin County, Alabama
  - B. COMMISSION: Baldwin County Commission
  - C. PROVIDER: Cornerstone Environmental Group, LLC
  - 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 employs 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.

JDK 6/9/2022



- 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.

JDK 6/9/2022

- 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.

JDK 6/9/2022

**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:** Cornerstone Environmental Group, LLC  
"Tetra Tech"  
Attn: David Knapp  
1955 Evergreen Blvd  
Suite 300, Building 200  
Duluth, GA 30096

**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.

ADK 6/9/2022

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.

JDK 6/9/2022



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.

JDK 6/9/2022

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:

\_\_\_\_\_/\_\_\_\_\_  
JAMES E. BALL /Date  
Chairman

\_\_\_\_\_/\_\_\_\_\_  
RON CINK /Date  
Budget Director

State of Alabama )  
County of Baldwin )

I, \_\_\_\_\_, Notary Public in and for said County, in said State, hereby certify that, James E. Ball, whose name as Chairman of the Baldwin County Commission, and Ron Cink, whose name as Budget Director 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 \_\_\_\_\_, 2022.

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

PROVIDER

\_\_\_\_\_  
BY: \_\_\_\_\_ /\_\_\_\_\_  
AS ITS: \_\_\_\_\_ /Date

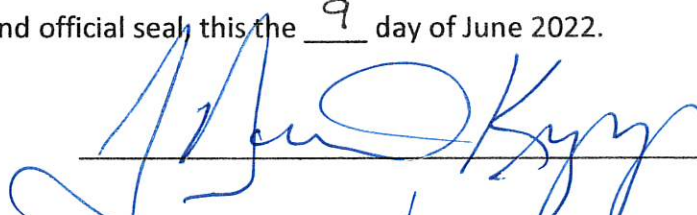
**Baldwin County, Alabama Solid Waste Standard On-Call Contract for  
Engineering and Related Services**

State of Georgia

County of Gwinnett

I, Jacqueline Escobar, Notary Public in and for County, in said State,  
hereby certify that, J. David Knapp, whose name as Senior Mgr of CORNERSTONE EG  
a Tetra Tech, is known to me, acknowledged before me on this  
day that, being informed of the contents of this Contract, he, as such officer and with full  
authority, executed same voluntarily on behalf of said Cornerstone Environmental Group, LLC  
(a Tetra Tech company).

Given under my hand and official seal, this the 9 day of June 2022.

  
\_\_\_\_\_  
Notary Public, J. Escobar County, Gwinnett

My commission expires: July 24, 2023





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 Environmental Business Services (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: Environmental Business Services
  - 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: Environmental Business Services  
Attn: Jim McNaughton  
5016 West Concord Road  
Brentwood, TN 37027

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.



PROVIDER

Environmental Business Services

BY: Gerald McNaughton 5/17/22  
AS ITS: President /Date

TENNESSEE (P)  
State of ~~Alabama~~ )  
County of ~~Baldwin~~ Williamson (P)

I, Forrest L. Mote, Notary Public in and for said County, in said State, hereby certify that, GERALD McNAUGHTON, whose name as PRESIDENT of ENVIRONMENTAL BUSINESS SERVICES, a corporation, 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 ENVIRONMENTAL BUSINESS SERVICES.

Given under my hand and official seal, this the 17 day of MAY, 2022.

[Signature]

Notary Public, Williamson County, Tennessee  
My Commission Expires: 09/27/2023



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:**

\_\_\_\_\_/\_\_\_\_\_  
JAMES E. BALL /Date  
Chairman

\_\_\_\_\_/\_\_\_\_\_  
RON CINK /Date  
Budget Director

State of Alabama )  
County of Baldwin )

I, \_\_\_\_\_, Notary Public in and for said County, in said State, hereby certify that, James E. Ball, whose name as Chairman of the Baldwin County Commission, and Ron Cink, whose name as Budget Director 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 \_\_\_\_\_, 2022.

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

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 Goodwyn Mills Cawood, LLC (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:            Goodwyn Mills Cawood, LLC
  - 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: Goodwyn Mills Cawood, LLC  
Attn: Scott Hutchinson  
2039 Main Street  
Daphne, AL 36526

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:**

\_\_\_\_\_/\_\_\_\_\_  
JAMES E. BALL /Date  
Chairman

\_\_\_\_\_/\_\_\_\_\_  
RON CINK /Date  
Budget Director

State of Alabama )  
County of Baldwin )

I, \_\_\_\_\_, Notary Public in and for said County, in said State, hereby certify that, James E. Ball, whose name as Chairman of the Baldwin County Commission, and Ron Cink, whose name as Budget Director 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 \_\_\_\_\_, 2022.

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

**PROVIDER**

Goodwyn Mills Cawood, LLC

BY: [Signature]

May 4, 2022

AS ITS: Vice-President, Engineering

State of Alabama )

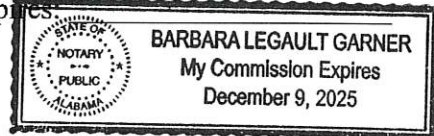
County of Baldwin )

I, Barbara LeGault Garner, Notary Public in and for said County, in said State, hereby certify that, Scott A. Hutchinson, whose name as Vice-President, Engineering Goodwyn Mills Cawood, LLC, a Limited Liability Company, 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 Goodwyn Mills Cawood, LLC.

Given under my hand and official seal, this the 4th day of May, 2022.

[Signature]  
Notary Public, Orange County, Alabama

My Commission Expires





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 SCS Field Services (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: SCS Field Services
  - 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: SCS Field Services  
Attn: Robert Butler  
1901 Central Drive, Suite 550  
Bedford, TX 76021

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:**

\_\_\_\_\_/\_\_\_\_\_  
JAMES E. BALL /Date  
Chairman

\_\_\_\_\_/\_\_\_\_\_  
RON CINK /Date  
Budget Director

State of Alabama )  
County of Baldwin )

I, \_\_\_\_\_, Notary Public in and for said County, in said State, hereby certify that, James E. Ball, whose name as Chairman of the Baldwin County Commission, and Ron Cink, whose name as Budget Director 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 \_\_\_\_\_, 2022.

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

**PROVIDER**

Stearns, Conrad and Schmidt, Consulting Engineers, Inc.  
dba SCS Field Services

BY: [Signature] / 5/18/22  
AS ITS: Guy F. Lewis, Vice President /Date

State of ~~Alabama~~ ) Virginia  
County of ~~Baldwin~~ ) Fairfax

I, Laury Jane Blakley, Notary Public in and for said County, in said State, hereby certify that, Guy F. Lewis, whose name as Vice President of SCS Field Services, a Corporation, 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 SCS Field Services.

Given under my hand and official seal, this the 18th day of May, 2022.



[Signature]  
Notary Public, Fairfax County, Virginia  
My Commission Expires: April 30, 2023

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 Terracon Consultants, Inc. (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: Terracon Consultants, Inc.
  - 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: Terracon Consultants, Inc.  
6215 Rangeline Road  
Theodore, AL 36582

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:

\_\_\_\_\_/\_\_\_\_\_  
JAMES E. BALL /Date  
Chairman

\_\_\_\_\_/\_\_\_\_\_  
RON CINK /Date  
Budget Director

State of Alabama )  
County of Baldwin )

I, \_\_\_\_\_, Notary Public in and for said County, in said State, hereby certify that, James E. Ball, whose name as Chairman of the Baldwin County Commission, and Ron Cink, whose name as Budget Director 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 \_\_\_\_\_, 2022.

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

PROVIDER

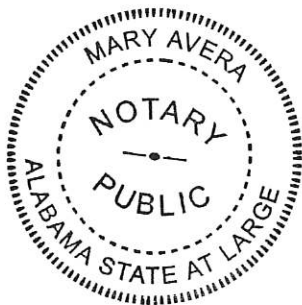
*Richard M. Simion*

BY: Richard M. Simion 16/1/22  
AS ITS: Sr. Principal /Date

State of Alabama )  
County of Baldwin )

I, Mary Avera, Notary Public in and for said County, in said State, hereby certify that, Rick Simion, whose name as Sr Principal of Terraccon Consultants, a Corporation, 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 Terraccon Consultants inc.

Given under my hand and official seal, this the 1<sup>st</sup> day of June, 2022.



*Mary Avera*  
Notary Public, Alabama County, \_\_\_\_\_  
My Commission Expires: 6-22-2025



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 Thompson Engineering, Inc. (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: Thompson Engineering, Inc.
  - 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: Thompson Engineering, Inc.  
2970 Cottage Hill Road  
Suite 190  
Mobile, AL 36606

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:**

\_\_\_\_\_/\_\_\_\_\_  
JAMES E. BALL /Date  
Chairman

\_\_\_\_\_/\_\_\_\_\_  
RON CINK /Date  
Budget Director

State of Alabama )  
County of Baldwin )

I, \_\_\_\_\_, Notary Public in and for said County, in said State, hereby certify that, James E. Ball, whose name as Chairman of the Baldwin County Commission, and Ron Cink, whose name as Budget Director 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 \_\_\_\_\_, 2022.

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

PROVIDER

Thompson Engineering, Inc.

BY: [Signature] / 5-4-22  
AS ITS: Principal /Date

State of Alabama )  
County of Baldwin )

I, Stephanie Traylor, Notary Public in and for said County, in said State, hereby certify that, Stephen O'Hearn, whose name as Principal of Thompson Engineering, a P.B., LLC DAP, 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 Thompson Engineering.

Given under my hand and official seal, this the 4th day of May, 2022.

[Signature]  
Notary Public, \_\_\_\_\_ County, Baldwin  
My Commission Expires: \_\_\_\_\_

Notary Public State of Alabama  
My Commission Expires: 12/7/2022  
Bonded Thru U.S. Specialty Insurance Company



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 TTL, Inc. (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: TTL, Inc.
  - 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: TTL, Inc.  
Attn: Ken Bailey  
3516 Greensboro Avenue  
Tuscaloosa, AL 35401

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:**

\_\_\_\_\_/\_\_\_\_\_  
JAMES E. BALL /Date  
Chairman

\_\_\_\_\_/\_\_\_\_\_  
RON CINK /Date  
Budget Director

State of Alabama )  
County of Baldwin )

I, \_\_\_\_\_, Notary Public in and for said County, in said State, hereby certify that, James E. Ball, whose name as Chairman of the Baldwin County Commission, and Ron Cink, whose name as Budget Director 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 \_\_\_\_\_, 2022.

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

PROVIDER

TTL, INC.

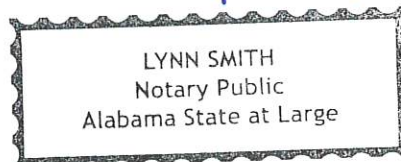
BY: K. Bailey / 5/5/2022  
AS ITS: VICE PRESIDENT /Date

State of Alabama )  
County of Baldwin )

I, Lynn Smith, Notary Public in and for said County, in said State, hereby certify that, Kenneth Bailey, whose name as Vice President of TTL, Inc., a Corporation, 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 TTL, INC.

Given under my hand and official seal, this the 5 day of May, 2022.

Lynn Smith  
Notary Public, Tuscaloosa County, Alabama  
My Commission Expires: Sept. 21, 2022





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 Volkert, Inc. (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: Volkert, Inc.
  - 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: Volkert, Inc.  
1680 W. 2<sup>nd</sup> Street  
Suite B  
Gulf Shores, AL 36542

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:**

\_\_\_\_\_/\_\_\_\_\_  
JAMES E. BALL /Date  
Chairman

\_\_\_\_\_/\_\_\_\_\_  
RON CINK /Date  
Budget Director

State of Alabama )  
County of Baldwin )

I, \_\_\_\_\_, Notary Public in and for said County, in said State, hereby certify that, James E. Ball, whose name as Chairman of the Baldwin County Commission, and Ron Cink, whose name as Budget Director 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 \_\_\_\_\_, 2022.

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

PROVIDER

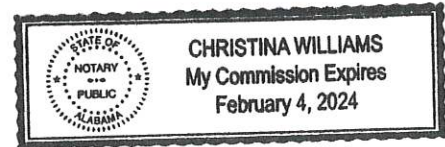
BY: [Signature]  
AS ITS: Vice President /Date 5-19-22

State of Alabama )  
County of Baldwin )

I, Christina Williams, Notary Public in and for said County, in said State, hereby certify that, Drew Davis, whose name as Vice president of East Gulf Region Volkert, Inc., a \_\_\_\_\_, 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 Volkert, Inc.

Given under my hand and official seal, this the 19<sup>th</sup> day of May, 2022

Christina Williams  
Notary Public, Alabama County, Baldwin  
My Commission Expires: \_\_\_\_\_



## **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

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**File #:** 22-1075, **Version:** 1

**Item #:** BL2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/21/2022

**Item Status:** New

**From:** Terri Graham, Development and Environmental Director

Suzanne Doughty, Senior Accountant

**Submitted by:** Suzanne Doughty, Senior Accountant

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### **ITEM TITLE**

Baldwin County Solid Waste Uncollectible Residential Accounts - June 2022

### **STAFF RECOMMENDATION**

Approve the uncollectible residential garbage accounts list for write-offs in the amount of \$1,307.00.

### **BACKGROUND INFORMATION**

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

10/21/2021 - Commission approved to write off \$895.00 of uncollectible residential garbage accounts - October 2021.

11/16/2021 - Commission approved to write off \$1,999.95 of uncollectible residential garbage accounts - November 2021.

01/04/2022 - Commission approved to write off \$1,550.00 of uncollectible residential garbage accounts - December 2021.

01/18/2022 - Commission approved to write off \$542.00 of uncollectible residential garbage accounts - January 2022.

02/15/2022 - Commission approved to write off \$2,070.00 of uncollectible residential garbage accounts - February 2022.

03/15/2022 - Commission approved to write off \$1,926.50 of uncollectible residential garbage accounts - March 2022.

04/19/2022 - Commission approved to write off \$204.00 of uncollectible residential garbage accounts - April 2022.

05/17/2022 - Commission approved to write off \$1,066.55 of uncollectible residential garbage

accounts - May 2022.

**Background:** 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:** \$1,307.00

**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  
June 2022

BillToName	BillToCity	BillToState	Reason	Service Fees	Late Fees	BalanceTotal	DA Letter	Cert SC	Summons
Contreras, Christina	Kennesaw	GA	Out of State	\$ 53.00	\$ -	\$53.00	X	X	
Conway, Frankie	Magnolia Springs	AL	Unable to Locate	\$ 80.00	\$ -	\$80.00	X	X	
McGrue, Earnest	Stockton	AL	Unable to Locate	\$ 208.00	\$ -	\$208.00	X	X	
Obuya, Isaiah	Fort Worth	TX	Out of State	\$ 256.00	\$ -	\$256.00	X	X	X
Quiahua, Ivan Garcia	Loxley	AL	Unable to Locate	\$ 144.00	\$ -	\$144.00	X	X	
Robinson, Timothy	Daphne	AL	Unable to Locate	\$ 184.00	\$ -	\$184.00	X	X	
Scarbrough, Shannon - 002	Foley	AL	Unable to Locate	\$ 240.00	\$ -	\$240.00	X	X	
Vinson, Randy	Bay Minette	AL	Unable to Locate	\$ 142.00	\$ -	\$142.00	X	X	
						<u>\$ 1,307.00</u>			



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1084, **Version:** 1

**Item #:** BM1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/21/2022

**Item Status:** New

**From:** Ron Cink; Budget Director; Cian Harrison, Clerk/Treasurer

**Submitted by:** Kathy McHugh, Grants Administrator

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### **ITEM TITLE**

Amendment to Baldwin County Emergency Rental Assistance Program (ERAP) Case Management Services Agreement with Baldwin Together

### **STAFF RECOMMENDATION**

Approve and authorize the Chairman to execute an Amendment to Baldwin County Emergency Rental Assistance Program (ERAP) Case Management Services Agreement with Baldwin Together.

This Amendment incorporates mandatory contract provisions as required by 2 CFR 200, Appendix II and ERAP Terms and Conditions for both ERAP1 and ERAP2. This action is necessary to bring the agreement into compliance with Federal grant requirements.

### **BACKGROUND INFORMATION**

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

09/07/2021 - BCC Regular Meeting - Approved Baldwin County Emergency Rental Assistance Program (ERAP) Case Management Services Agreement with Baldwin Together

08/17/2021 - BCC Regular Meeting - Approved the fund allocation from the U.S. Department of the Treasury for Emergency Rental Assistance Program (ERA2)

01/19/2021 - BCC Regular Meeting - Approved the fund allocation from the U.S. Department of the Treasury for Emergency Rental Assistance Program (ERA1)

**Background:** Baldwin Together is a cooperative partnership of local nonprofit organizations working together supporting Baldwin County residents impacted by COVID-19. They were previously selected to assist the County with ERAP case management because of their ability to deal with families in crisis.

### **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?**

Amendment approval by Tyler Thull, County Attorney's Office, 06/10/2022 (KM)

**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 - mail Agreement for execution / return to the following:

Ms. Deann Servos, Chair

Baldwin Together

Long Term Recovery

9315 Spanish Fort Blvd.

Spanish Fort, Alabama 36527

**Additional instructions/notes:** Distribute executed Agreement to relevant parties.

**AMENDED ERAP CASE MANAGEMENT SERVICES AGREEMENT**

WHEREAS, the BALDWIN COUNTY COMMISSION (the COMMISSION) and BALDWIN TOGETHER, collectively referred to as the “Parties”, heretofore entered into an Agreement for ERAP Case Management Services (the Agreement) relating to the provision of case management services for the U.S. Department of Treasury Emergency Rental Assistance Program (ERAP), as set out in the Agreement dated September 21, 2021 (approved at the September 7, 2021 COMMISSION meeting); and

WHEREAS, the Parties wish to amend paragraph 18 of the Agreement to provide for termination for cause and convenience, as required by paragraph B of 2 CFR 200, Appendix II Contract Provisions for Non-Federal Entity Contracts Under Federal Awards; and

WHEREAS, the Parties wish to further amend paragraph 20 of the Agreement to incorporate reference to contract provisions as required by 2 CFR 200, Appendix II and U.S. Treasury Emergency Rental Assistance Terms and Conditions; and

WHEREAS, the Parties wish to further amend the Agreement to include Exhibit A (2 CFR 200, Appendix II Contract Provisions), Exhibit B (ERAP1 Terms and Conditions), and Exhibit C (ERAP2 Terms and Conditions); and

WHEREAS, the Parties may amend the Agreement as provided at Paragraph 22 by written amendment executed by each of the Parties;

NOW, THEREFORE, the premises considered, the Parties agree that the Agreement be, and it is hereby amended, by amendment of Paragraph 18 and Paragraph 20, to be known as Amended Paragraph 18 and Amended Paragraph 20, attached hereto and made a part hereof by reference; and, further the Parties do hereby further amend the Agreement to include Exhibit A (2 CFR 200, Appendix II Contract Provisions for Non-Federal Entity Contracts Under Federal Awards), Exhibit B (ERAP1 Terms and Conditions) and Exhibit C (ERAP2 Terms and Conditions), attached hereto and made a part hereof by reference.

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

BALDWIN COUNTY, ALABAMA

\_\_\_\_\_  
Date

\_\_\_\_\_  
James E. Ball  
As its: Chairman

ATTEST:

\_\_\_\_\_  
Ronald J. Cink, Budget Director



BALDWIN TOGETHER  
9315 Spanish Fort Blvd.  
Spanish Fort, AL 36527

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deann Servos  
As its: Contact Person/VOAD Chair

**AMENDED Paragraph 18**

**Paragraph 18.** Each party shall indemnify, hold harmless, and defend the other party 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 BALDWIN TOGETHER or the COMMISSION pursuant to this Agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of enforcing, defending, or complying with this Agreement, or otherwise addressing or defending any actions or claims related in any way to this Agreement. The provisions of this section and the rights, duties, and obligations set forth herein shall survive the expiration or termination of this Agreement, which may be done for either convenience or cause subject to the following:

- a) **Termination for Convenience:** This Agreement may be terminated for convenience by giving written notice to BALDWIN TOGETHER of such termination specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data and reports prepared by BALDWIN TOGETHER hereunder shall at the option of the COMMISSION become its property and Baldwin Together shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- b) **Termination for Cause:** If, through any cause, BALDWIN TOGETHER shall fail to fulfill in a timely and proper manner its obligations hereunder, or if BALDWIN TOGETHER shall violate any of the covenants, agreements, or stipulations hereof, the COMMISSION shall thereupon have the right to terminate this Agreement by giving written notice to BALDWIN TOGETHER of such termination specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data and reports prepared by BALDWIN TOGETHER hereunder shall at the option of the COMMISSION become its property and BALDWIN TOGETHER shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the foregoing, BALDWIN TOGETHER shall not be relieved of liability to the COMMISSION, if any, for damages sustained by the COMMISSION by virtue of any breach of this Agreement by BALDWIN TOGETHER, and the COMMISSION may withhold any payment due to BALDWIN TOGETHER for the purpose of set-off until such time as the exact amount of damages due the COMMISSION from BALDWIN TOGETHER is determined.

**AMENDED Paragraph 20**

**Paragraph 20.** BALDWIN TOGETHER shall comply strictly with all laws of Baldwin County, Alabama, the State of Alabama, the United States of America, and all rules and regulations pertaining thereto, including the contract provisions as required by 2 CFR 200, Appendix II Contract Provisions for Non-Federal Entity Contracts Under Federal Awards (Exhibit A), ERAP1 Terms and Conditions (Exhibit B), and ERAP2 Terms and Conditions (Exhibit C).

**EXHIBIT A**  
**Contract Provisions For Non-Federal Entity Contracts Under Federal Awards**  
**2 CFR 200, Appendix II**

In addition to any other provisions required herein, the following provisions apply, as applicable, to BALDWIN TOGETHER.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act,

each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.



(J) See §200.323. Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) See §200.216. Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also §200.471. Telecommunication costs and video surveillance costs.

[

(a) Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances:

(b) Obligor or expending covered telecommunications and video surveillance services or equipment or services as described in §200.216 to:

(1) Procure or obtain, extend or renew a contract to procure or obtain;

(2) Enter into a contract (or extend or renew a contract) to procure; or

(3) Obtain the equipment, services, or systems.

(L) See §200.322. Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**EXHIBIT B**  
**ERAP1 Terms and Conditions**

**U.S. DEPARTMENT OF THE TREASURY**  
**EMERGENCY RENTAL ASSISTANCE TERMS**

The following provisions, as required by the U.S. Department of Treasury of the COMMISSION (a.k.a. Recipient) also apply, as applicable, to BALDWIN TOGETHER.

1. Use of Funds. Recipient understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (referred to herein as “Section 501”).
2. Repayment and reallocation of funds.
  - a. Recipient agrees to repay excess funds to Treasury in the amount as may be determined by Treasury pursuant to Section 501(d). Such repayment shall be made in the manner and by the date, which shall be no sooner than September 30, 2021, as may be set by Treasury.
  - b. The reallocation of funds provided by Section 501(d) shall be determined by Treasury and shall be subject to the availability of funds at such time.
3. Availability of funds.
  - a. Recipient acknowledges that, pursuant to Section 501(e), funds provided under this award shall remain available only through December 31, 2021, unless, in the case of a reallocation made by Treasury pursuant to section 501(d), Recipient requests and receives from Treasury an extension of up to 90 days.
  - b. Any such requests for extension shall be provided in the form and shall include such information as Treasury may require.
  - c. Amounts not expended by Recipient in accordance with Section 501 shall be repaid to Treasury in the manner specified by Treasury.
4. Administrative costs.
  - a. Administrative expenses of Recipient may be treated as direct costs, but Recipient may not cover indirect costs using the funds provided in this award, and Recipient may not apply its negotiated indirect cost rate to this award.
  - b. The sum of the amount of the award expended on housing stability services described in Section 501(c)(3) and the amount of the award expended on administrative expenses described in Section 501(c)(5) may not exceed 10 percent of the total award.
5. Reporting.
  - a. Recipient agrees to comply with any reporting obligations established by Treasury, including the Treasury Office of Inspector General, as relates to this award, including but not limited to: (i) reporting of information to be used by Treasury to comply with its public reporting obligations under section 501(g) and (ii) any reporting to Treasury and the Pandemic Response Accountability Committee that may be required pursuant to section 15011(b)(2) of Division B of the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. No. 116-136), as amended by Section 801 of Division O of the Consolidated Appropriations

Act, 2021 (Pub. L. No. 116-260). Recipient acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.

- b. Recipient agrees to establish data privacy and security requirements as required by Section 501(g)(4).

6. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to support compliance with Section 501(c) regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of Section 501 and Treasury interpretive guidance regarding such requirements. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.



- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- 9. False Statements. Recipient understands that false statements or claims made in connection with this award may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- 10. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.”
- 11. Debts Owed the Federal Government.
  - a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are not repaid by Recipient as may be required by Treasury pursuant to Section 501(d) shall constitute a debt to the federal government.
  - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury’s Bureau of the Fiscal Service for debt collection services.
  - c. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.
  - d. Funds for payment of a debt must not come from other federally sponsored programs.

12. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way constitute an agency relationship between the United States and Recipient.

13. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; and/or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

14. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Recipient should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

15. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

**EXHIBIT C**  
**ERAP2 Terms and Conditions**

**U.S. DEPARTMENT OF THE TREASURY**  
**EMERGENCY RENTAL ASSISTANCE AWARD TERMS AND CONDITIONS**

The following provisions, as required by the U.S. Department of Treasury of the COMMISSION (a.k.a. Recipient) also apply, as applicable, to BALDWIN TOGETHER.

1. Use of Funds. Recipient understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in subsection (d) of section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) (“Section 3201”) and any guidance issued by Treasury regarding the Emergency Rental Assistance program established under Section 3201 (the “Guidance”).
2. Reallocation of Funds. Recipient understands and agrees that any funds allocated by Treasury to Recipient that are not disbursed to Recipient in accordance with Section 3201(c)(2) as a subsequent payment will be reallocated by Treasury to other eligible recipients under Section 3201(e). Such reallocation of funds shall be made in the manner and by the date, which shall be no sooner than March 31, 2022, as may be set by Treasury. Recipient agrees to obligate at least fifty (50) percent of the total amount of funds allocated by Treasury to Recipient under Section 3201 to be eligible to receive reallocated funds under Section 3201(e).
3. Assistance to Eligible Households. Recipient agrees to permit eligible households (as defined in Section 3201(f)(2)) to submit applications for financial assistance directly to Recipient, and to receive financial assistance directly from Recipient, under programs established by Recipient using funds disbursed under this award. Recipient may make payments to a landlord or utility provider on behalf of an eligible household, but if the landlord or utility provider does not agree to accept such payment after Recipient makes reasonable efforts to obtain its cooperation, Recipient must make such payments directly to the eligible household for the purpose of making payments to the landlord or utility provider.
4. Period of Performance. The period of performance for this award begins on the date hereof and ends on September 30, 2025. Recipient shall not incur any obligations to be paid with the funding from this award after such period of performance ends.
5. Administrative costs.
  - a. Recipient may use funds provided to the Recipient to cover both direct and indirect costs.
  - b. The total of all administrative costs, whether direct or indirect costs, may not exceed 15 percent of the total amount of the total award.
6. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as related to this award. Recipient acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.
7. Maintenance of and Access to Records.
  - a. Recipient shall maintain records and financial documents sufficient to support compliance with Section 3201 and the Guidance.

- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Recipient for a period of five (5) years after the period of performance.
8. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
9. Compliance with Applicable Law and Regulations.
- a. Recipient agrees to comply with the requirements of Section 3201 and the Guidance. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance in any agreements it enters into with other parties relating to this award.
  - b. Federal regulations applicable to this award include, without limitation, the following:
    - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
    - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
    - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
    - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
    - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
    - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
    - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
    - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
    - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;



- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving or benefitting from federal assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. False Statements. Recipient understands that false statements or claims made in connection with this award is a violation of federal criminal law and may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
11. Conflict of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c), and that such conflict of interest policy is applicable to each activity funded under this award. Recipients and subrecipients must disclose in writing to Treasury or the pass-through agency, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
12. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
13. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; or (2) that are determined by the Treasury Office of Inspector General to have been misused shall constitute a debt to the federal government.
  - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.
  - c. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.
14. Disclaimer.
- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

- b. The acceptance of this award by Recipient does not in any way constitute an agency relationship between the United States and Recipient.

15. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; and/or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

16. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 8, 1997), Recipient should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

17. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1062, **Version:** 2

**Item #:** BN1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/21/2022

**Item Status:** Replacement

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

Tyler Mitchell, P.E., Construction Manager

Alfreda Jeffords, Permit/Subdivision Manager

Mike Campbell, Engineering Technician I

**Submitted by:** Halley Dixon, Office Manager

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### ITEM TITLE

\*License Agreement #22007 - Shore Drive - Right-of-Way

### STAFF RECOMMENDATION

Approve License Agreement #22007 permitting Michael G. Swansburg to place riprap on Shore Drive right-of-way for shoreline protection from erosion. The term of this agreement shall commence on the date of full execution. License for Installation shall terminate at 11:59 p.m. on June 30, 2024. License for Maintenance shall be indefinite according to the terms of the agreement.

### BACKGROUND INFORMATION

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

**Background:** Replacement Item - Staff recommendation updated to specify time as p.m. and date from June 30, 2022, to June 30, 2024. Mr. Michael G. Swanburg desires to place 40 cubic yards of riprap fill for the purpose of stabilizing an existing bulkhead and place 30 cubic yards of riprap for the purpose of creating a breakwater structure. The US Army Corps of Engineers guidelines for Permit # SAM-2021-00831-ELB shall be followed. Any damages to private property or County right-of-way shall be repaired to the previous state or improved as required by Baldwin County. All improvements constructed by Licensee shall be maintained by the Licensee for any and all portions of the Property that is not County maintained. The Licensee shall have the right-of-way surveyed/staked prior to performing work. Any further development shall not be allowed until a new agreement is obtained.

### 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:** Standard agreement used as previously approved by Laura Coker (02/11/2020) los

### **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 prepare correspondence and have license agreement executed by the Chairman. Send correspondence with original agreement to Alfreda Jeffords. Mike 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):**

Contact:

Mr. Michael G. Swansburg  
8801 Shore Drive  
Foley, Alabama 36536

**Additional instructions/notes:** Administration - Upload to BCAP with Alfreda Jeffords as Originator.



**LICENSE AGREEMENT**

This LICENSE AGREEMENT (this "Agreement") between the Baldwin County Commission ("Licensor"), with an address at 312 Courthouse Square, Suite 12, Bay Minette, Alabama 36507, and **Michael G. Swansburg** ("Licensee"), with an address at **8801 Shore Drive Foley, Alabama 36536**.

**WITNESSETH:**

WHEREAS, Licensor is the owner of the real property described as **Shore Drive right-of-way** in Baldwin County, Alabama, and more particularly shown on the Site Map and Vicinity Map, which are attached hereto and included as if fully set forth herein (the "Property");

WHEREAS, Licensee desires to obtain access to the Property for the purpose of:

**A. The placement of 40 cubic yards of riprap fill for the purpose of stabilizing an existing bulkhead; and**

**B. The placement of 30 cubic yards of riprap for the purpose of creating a breakwater structure.**

**The US Army Corps of Engineers guidelines for Permit # SAM-2021-00831-ELB shall be followed. Any damage to private property or County right-of-way shall be repaired to the previous state or improved as required by Baldwin County; and**

WHEREAS, Licensor is willing to grant said access based upon the terms and conditions set forth herein.

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

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

2. **Grant of Revocable, Non-Exclusive and Temporary License.** Subject to the terms and conditions set forth herein, Licensor hereby grants to Licensee, **Michael G. Swansburg**, a revocable, non-exclusive and temporary license (the "License") to enter upon the Property as is reasonably required to **place riprap for shoreline protection**. No further development or use of the Property is permitted or allowed without Licensor's prior written consent. Licensor retains the right to use the Property as it deems necessary. This License is granted to Licensee and is limited and specifically restricted to Licensee and its representatives ("Licensee Representatives"). Licensee shall have the Property surveyed and staked prior to performing any work thereon. All improvements constructed by Licensee shall be maintained by Licensee for any and all portions of the Property that are not County maintained.

3. Property. The real property subject hereto is limited to and sufficiently described as the **Shore Drive right-of-way** in Baldwin County, Alabama, as shown on the Site Map and Vicinity Map attached hereto. Any exhibits referenced and attached hereto shall be incorporated herein as if fully set forth.

4. Term of License (Installation and Maintenance). The term of the License for Installation and/or Maintenance shall commence on the date of full execution of this Agreement. The term for installation, unless sooner terminated, shall automatically terminate and expire at 11:59 p.m. on **June 30, 2024**. Maintenance shall be **indefinite** according to the terms of this Agreement, or until modified by written agreement with Licensor.

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

6. Compliance. Licensee shall be responsible for obtaining any and all applicable permits. Licensee and the Licensee Representatives shall comply, at Licensee's expense, with all applicable laws, regulations, rules and orders, whether federal, state or local, and any regulation of any governmental body having jurisdiction over the Property with respect to Licensee's work and activities thereon, regardless of when they become effective. Licensee, at its cost, shall obtain any applicable licenses or permits required by applicable laws and regulations for the use of the Property. Licensee shall not use, nor permit the use, of the Property for any purpose in violation of such laws, regulations, rules or orders. Licensee agrees not to use the Property in any fashion which may in any way damage or restrict the same for future use by the public in general as a public right-of-way. Furthermore, said usage as described herein, or the placement of said usage, shall not in any way alter the present or future rights of the Licensor to move, relocate, amend, or otherwise change said travel way to any other location whatsoever. Licensee shall comply with Licensor's safety and security policies deemed to be necessary by Licensor and with such reasonable rules and regulations as Licensor, or its agents, may impose from time to time by notice to Licensee.

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



improvements are private in nature. Licensee further represents and warrants that Licensor, nor any persons using said public access in conjunction with this License, may claim any personal rights in the subject property or any rights of adverse possession.

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

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

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

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

12. Standard of Operation: Expenses. Licensee shall conduct all of its operations in a safe and workmanlike manner. All work and activities which Licensee or Licensee Representatives perform at the Property shall be at Licensee's sole risk, cost and expense. All portions of the work performed, or improvements installed by Licensee or its representatives pursuant to this Agreement, shall be located and performed so as to cause minimum interference with the proper use of the rights of way and with the rights and reasonable convenience of property owners who own or occupy adjacent properties. If during the course of the Licensee's construction, operation or maintenance of the project or improvements, there occurs a disturbance of the Property by

Licensee or its representatives, Licensee shall, at Licensee's expense, replace and restore the same to a condition comparable to the condition it was in immediately prior to the disturbance to the satisfaction of Licensor and within the dates specified in any permits authorizing the work.

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

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

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

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

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

18. Termination. It is understood and agreed that Licensor, in its absolute discretion, with or without cause or hearing, may terminate the License and permission herein granted to Licensee. Termination of the License and permission herein granted may be accomplished in writing, or orally. Once notice of termination is given by Licensor to Licensee, the permission herein granted



shall immediately and automatically terminate, and Licensee shall have no further right, permission or authority to utilize the Property. All representations, assurances and indemnity obligations set forth in this Agreement shall survive termination or expiration of this Agreement.

19. Miscellaneous.

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

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

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

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

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

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

(g) This Agreement shall be construed in accordance with and governed by the laws of the State of Alabama, with proper venue for any action arising hereunder lying in Baldwin County.

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

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

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

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

**LICENSEE:**

\_\_\_\_\_  
BY: \_\_\_\_\_ / \_\_\_\_\_  
/Date

State of Alabama                    )  
County of Baldwin                )

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

Given under my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2022.

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

**LICENSOR:**

**ATTEST:**

BALDWIN COUNTY, ALABAMA

\_\_\_\_\_/\_\_\_\_\_  
Ronald J. Cink /Date  
Budget Director

\_\_\_\_\_/\_\_\_\_\_  
James E. Ball /Date  
Chairman

State of Alabama )  
County of Baldwin )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that James E. Ball and Ronald J. Cink, as Chairman and Budget Director, respectively, of the Baldwin County Commission, and whose names are 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, they executed the same with full authority to do so voluntarily on the day the same bears date.

Given under my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2022.

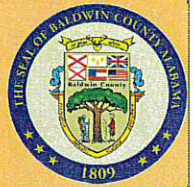
\_\_\_\_\_  
Notary Public

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





# LA # 22007 Michael G. Swansburg Vicinity Map



## Legend

### County Maintained Roads

#### Surface Type

▬ Paved

▬ Unpaved

— 911 Road Centerlines

#### Utility Permits

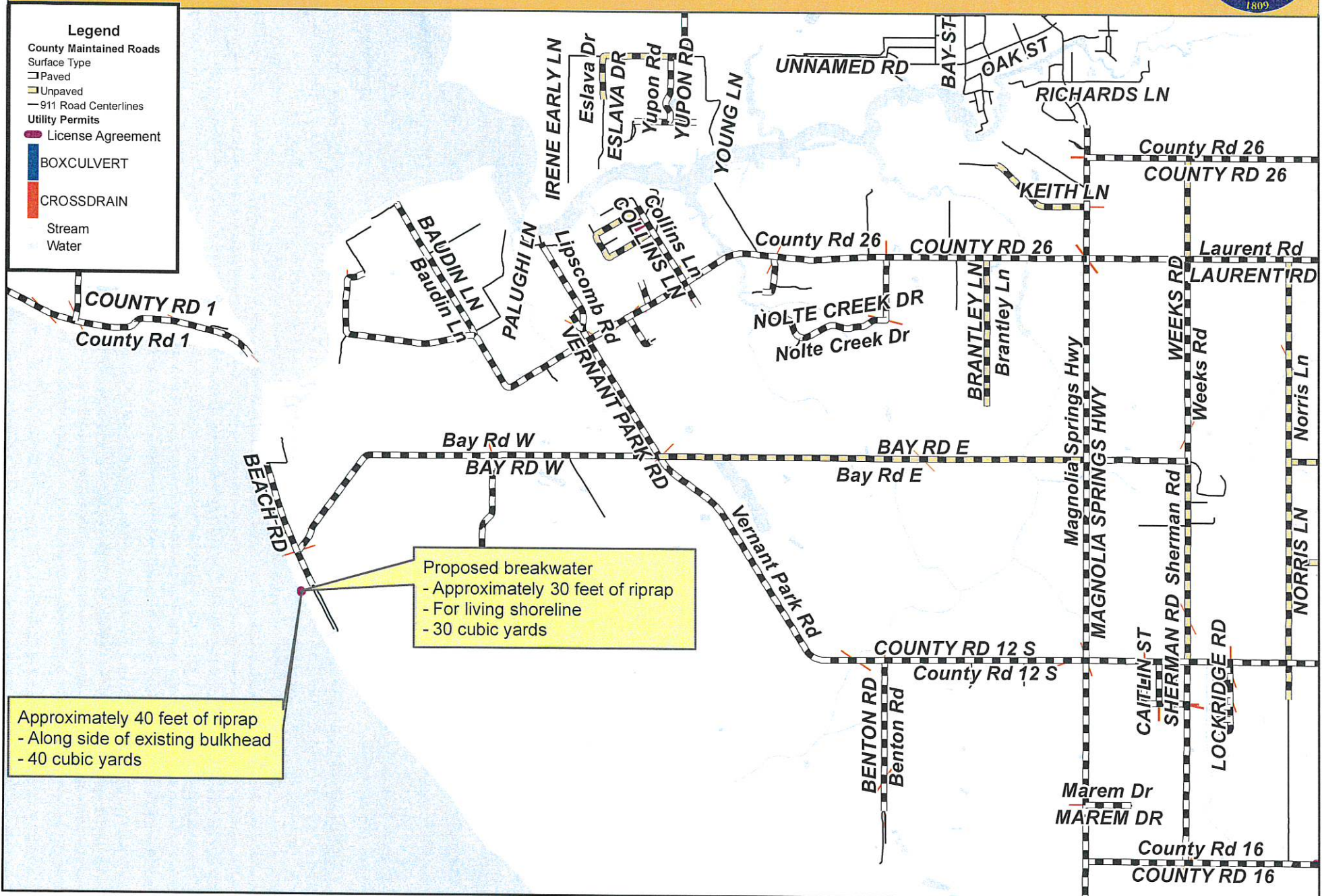
● License Agreement

■ BOXCULVERT

■ CROSSDRAIN

Stream

Water







# LA # 22007 Michael G. Swansburg Site Map



## Legend

- County Maintained Roads
- Surface Type
  - ▢ Paved
- 911 Road Centerlines
- Utility Permits
- License Agreement
- LAND PARCELS







US Army Corps  
of Engineers®

This notice of authorization must be  
conspicuously displayed at the site of work.

A permit to perform work authorized by statutes and regulations of the Department of the Army at  
Bon Secour Bay, Foley, Baldwin County, Alabama

has been issued to Michael G. Swansburg on May 23, 2022

Address of Permittee: Post Office Box 711; Foley, Alabama 36536

Digitally signed by C. Dianne  
Jordan

Date: 2022.05.23 15:16:53 -05'00'

PERMIT NUMBER

**SAM-2021-00831-ELB**

C. Dianne Jordan, Project Manager  
Regulatory Division, South AL Branch

For the **District Commander**



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1062, **Version:** 1

**Item #:** BN1

---

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/21/2022

**Item Status:** New

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

Tyler Mitchell, P.E., Construction Manager

Alfreda Jeffords, Permit/Subdivision Manager

Mike Campbell, Engineering Technician I

**Submitted by:** Halley Dixon, Office Manager

---

### **ITEM TITLE**

License Agreement #22007 - Shore Drive - Right-of-Way

### **STAFF RECOMMENDATION**

Approve License Agreement #22007 permitting Michael G. Swansburg to place riprap on Shore Drive right-of-way for shoreline protection from erosion. The term of this agreement shall commence on the date of full execution. License for Installation shall terminate at 11:59 on June 30, 2022. License for Maintenance shall be indefinite according to the terms of the agreement.

### **BACKGROUND INFORMATION**

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

**Background:** Mr. Michael G. Swanburg desires to place 40 cubic yards of riprap fill for the purpose of stabilizing an existing bulkhead and place 30 cubic yards of riprap for the purpose of creating a breakwater structure. The US Army Corps of Engineers guidelines for Permit # SAM-2021-00831-ELB shall be followed. Any damages to private property or County right-of-way shall be repaired to the previous state or improved as required by Baldwin County. All improvements constructed by Licensee shall be maintained by the Licensee for any and all portions of the Property that is not County maintained. The Licensee shall have the right-of-way surveyed/staked prior to performing work. Any further development shall not be allowed until a new agreement is obtained.

### **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:** Standard agreement used as previously approved by Laura Coker (02/11/2020) los

### **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 prepare correspondence and have license agreement executed by the Chairman. Send correspondence with original agreement to Alfreda Jeffords. Mike 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):**

Contact:

Mr. Michael G. Swansburg  
8801 Shore Drive  
Foley, Alabama 36536

**Additional instructions/notes:** Administration - Upload to BCAP with Alfreda Jeffords as Originator.



**LICENSE AGREEMENT**

This LICENSE AGREEMENT (this "Agreement") between the Baldwin County Commission ("Licensor"), with an address at 312 Courthouse Square, Suite 12, Bay Minette, Alabama 36507, and **Michael G. Swansburg** ("Licensee"), with an address at **8801 Shore Drive Foley, Alabama 36536**.

**WITNESSETH:**

WHEREAS, Licensor is the owner of the real property described as **Shore Drive right-of-way** in Baldwin County, Alabama, and more particularly shown on the Site Map and Vicinity Map, which are attached hereto and included as if fully set forth herein (the "Property");

WHEREAS, Licensee desires to obtain access to the Property for the purpose of:

**A. The placement of 40 cubic yards of riprap fill for the purpose of stabilizing an existing bulkhead; and**

**B. The placement of 30 cubic yards of riprap for the purpose of creating a breakwater structure.**

**The US Army Corps of Engineers guidelines for Permit # SAM-2021-00831-ELB shall be followed. Any damage to private property or County right-of-way shall be repaired to the previous state or improved as required by Baldwin County; and**

WHEREAS, Licensor is willing to grant said access based upon the terms and conditions set forth herein.

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

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

2. **Grant of Revocable, Non-Exclusive and Temporary License.** Subject to the terms and conditions set forth herein, Licensor hereby grants to Licensee, **Michael G. Swansburg**, a revocable, non-exclusive and temporary license (the "License") to enter upon the Property as is reasonably required to **place riprap for shoreline protection**. No further development or use of the Property is permitted or allowed without Licensor's prior written consent. Licensor retains the right to use the Property as it deems necessary. This License is granted to Licensee and is limited and specifically restricted to Licensee and its representatives ("Licensee Representatives"). Licensee shall have the Property surveyed and staked prior to performing any work thereon. All improvements constructed by Licensee shall be maintained by Licensee for any and all portions of the Property that are not County maintained.

3. Property. The real property subject hereto is limited to and sufficiently described as the **Shore Drive right-of-way** in Baldwin County, Alabama, as shown on the Site Map and Vicinity Map attached hereto. Any exhibits referenced and attached hereto shall be incorporated herein as if fully set forth.

4. Term of License (Installation and Maintenance). The term of the License for Installation and/or Maintenance shall commence on the date of full execution of this Agreement. The term for installation, unless sooner terminated, shall automatically terminate and expire at 11:59 p.m. on **June 30, 2024**. Maintenance shall be **indefinite** according to the terms of this Agreement, or until modified by written agreement with Licensor.

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

6. Compliance. Licensee shall be responsible for obtaining any and all applicable permits. Licensee and the Licensee Representatives shall comply, at Licensee's expense, with all applicable laws, regulations, rules and orders, whether federal, state or local, and any regulation of any governmental body having jurisdiction over the Property with respect to Licensee's work and activities thereon, regardless of when they become effective. Licensee, at its cost, shall obtain any applicable licenses or permits required by applicable laws and regulations for the use of the Property. Licensee shall not use, nor permit the use, of the Property for any purpose in violation of such laws, regulations, rules or orders. Licensee agrees not to use the Property in any fashion which may in any way damage or restrict the same for future use by the public in general as a public right-of-way. Furthermore, said usage as described herein, or the placement of said usage, shall not in any way alter the present or future rights of the Licensor to move, relocate, amend, or otherwise change said travel way to any other location whatsoever. Licensee shall comply with Licensor's safety and security policies deemed to be necessary by Licensor and with such reasonable rules and regulations as Licensor, or its agents, may impose from time to time by notice to Licensee.

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



improvements are private in nature. Licensee further represents and warrants that Licensor, nor any persons using said public access in conjunction with this License, may claim any personal rights in the subject property or any rights of adverse possession.

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

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

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

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

12. Standard of Operation: Expenses. Licensee shall conduct all of its operations in a safe and workmanlike manner. All work and activities which Licensee or Licensee Representatives perform at the Property shall be at Licensee's sole risk, cost and expense. All portions of the work performed, or improvements installed by Licensee or its representatives pursuant to this Agreement, shall be located and performed so as to cause minimum interference with the proper use of the rights of way and with the rights and reasonable convenience of property owners who own or occupy adjacent properties. If during the course of the Licensee's construction, operation or maintenance of the project or improvements, there occurs a disturbance of the Property by

Licensee or its representatives, Licensee shall, at Licensee's expense, replace and restore the same to a condition comparable to the condition it was in immediately prior to the disturbance to the satisfaction of Licensors and within the dates specified in any permits authorizing the work.

13. Insurance. Prior to occupying or using the Property, Licensee shall carry, with insurers satisfactory to Licensors, throughout the term hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability for 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 for each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the state where the Property is located and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the Property with limits not less than \$1,000,000 each accident and \$1,000,000 each employee disease. All liability insurance shall name Licensors as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to Licensors, shall be furnished to Licensors, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to Licensors 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 Licensors and Licensors Representatives. Should Licensee fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, Licensors may, at its option, suspend this Agreement until insurance is obtained or terminate this Agreement immediately without further action.

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

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

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

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

18. Termination. It is understood and agreed that Licensors, in its absolute discretion, with or without cause or hearing, may terminate the License and permission herein granted to Licensee. Termination of the License and permission herein granted may be accomplished in writing, or orally. Once notice of termination is given by Licensors to Licensee, the permission herein granted



shall immediately and automatically terminate, and Licensee shall have no further right, permission or authority to utilize the Property. All representations, assurances and indemnity obligations set forth in this Agreement shall survive termination or expiration of this Agreement.

19. Miscellaneous.

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

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

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

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

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

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(g) This Agreement shall be construed in accordance with and governed by the laws of the State of Alabama, with proper venue for any action arising hereunder lying in Baldwin County.

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

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

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

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

**LICENSEE:**

\_\_\_\_\_  
BY: \_\_\_\_\_ / \_\_\_\_\_  
/Date

State of Alabama                    )  
County of Baldwin                )

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

Given under my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2022.

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

**LICENSOR:**

**ATTEST:**

BALDWIN COUNTY, ALABAMA

\_\_\_\_\_/\_\_\_\_\_  
Ronald J. Cink /Date  
Budget Director

\_\_\_\_\_/\_\_\_\_\_  
James E. Ball /Date  
Chairman

State of Alabama )  
County of Baldwin )

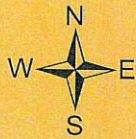
I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that James E. Ball and Ronald J. Cink, as Chairman and Budget Director, respectively, of the Baldwin County Commission, and whose names are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same with full authority to do so voluntarily on the day the same bears date.

Given under my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2022.

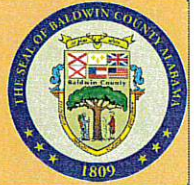
\_\_\_\_\_  
Notary Public

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





# LA # 22007 Michael G. Swansburg Vicinity Map



## Legend

### County Maintained Roads

#### Surface Type

Paved

Unpaved

911 Road Centerlines

#### Utility Permits

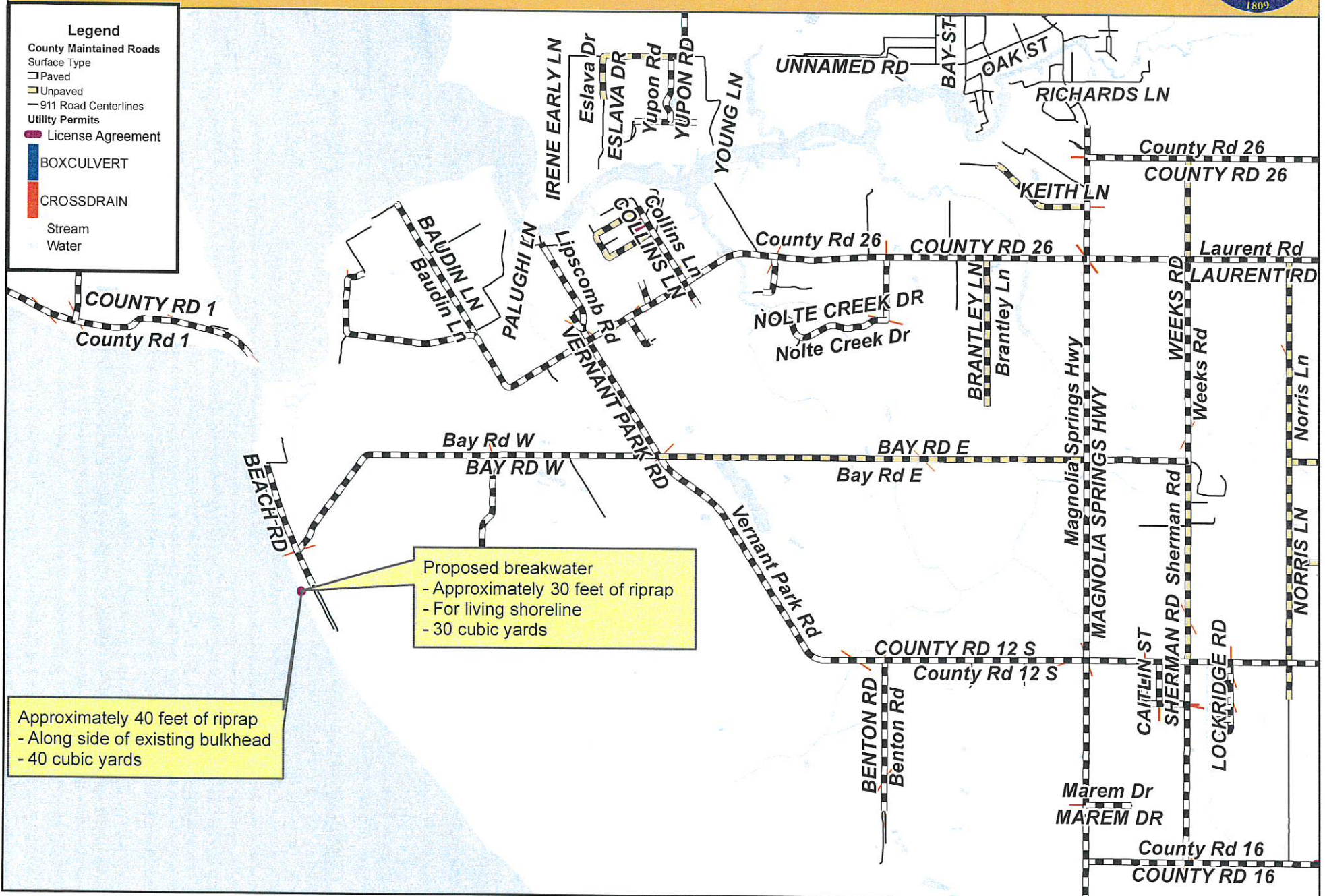
License Agreement

BOXCULVERT

CROSSDRAIN

Stream

Water







# LA # 22007 Michael G. Swansburg Site Map



## Legend

- County Maintained Roads
- Surface Type
  - ▢ Paved
- 911 Road Centerlines
- Utility Permits
- License Agreement
- LAND PARCELS







US Army Corps  
of Engineers®

This notice of authorization must be  
conspicuously displayed at the site of work.

A permit to perform work authorized by statutes and regulations of the Department of the Army at  
Bon Secour Bay, Foley, Baldwin County, Alabama

has been issued to Michael G. Swansburg on May 23, 2022

Address of Permittee: Post Office Box 711; Foley, Alabama 36536

Digitally signed by C. Dianne  
Jordan

Date: 2022.05.23 15:16:53 -05'00'

PERMIT NUMBER

**SAM-2021-00831-ELB**

C. Dianne Jordan, Project Manager  
Regulatory Division, South AL Branch

For the **District Commander**



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1067, **Version:** 1

**Item #:** BQ1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/21/2022

**Item Status:** New

**From:** Ron Cink, Budget Director

Ann Simpson, Director of Transportation

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

---

### **ITEM TITLE**

Baldwin Regional Area Transit System Department - Personnel Change

### **STAFF RECOMMENDATION**

Approve the transfer of Brenda Davis from the full-time Bus Driver (PID #5187) grade 305 (\$17.02 per hour / \$35,401.60 annually) to fill the open part-time Bus Driver (PID #24), with no change in hourly rate, to be effective no sooner than July 4, 2022.

### **BACKGROUND INFORMATION**

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

**Background:** The part-time Bus Driver position was vacated due to the resignation of the previous employee. The Director of Transportation respectfully requests that the above recommendation is approved.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$25,666.16 - budgeted

**Budget line item(s) to be used:** 14351935.51130

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

### **LEGAL IMPACT**

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

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

**Additional comments: N/A**

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up: Personnel - Implement Changes**

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

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





# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1068, **Version:** 1

**Item #:** BQ2

---

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/21/2022

**Item Status:** New

**From:** Ron Cink, Budget Director

Kelly Childress, Council on Aging Coordinator

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

---

### **ITEM TITLE**

Council on Aging - Creation of Positions

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve the creation of two (2) part-time Center Assistant positions (PID #TBD) at a grade 302; and
- 2) Approve the position description for the part-time Center Assistant (Part-time); and
- 3) Approve the updated organizational chart for the Council on Aging Department.

### **BACKGROUND INFORMATION**

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

**Background:** Due to the addition of a senior center in North Baldwin and Loxley, the Council on Aging Coordinator respectfully requests that the above recommendations are approved.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$36,584.08 - approximate maximum annual cost

**Budget line item(s) to be used:** 14056200.51130

**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: Center Assistant (Part-Time)

Department: Council on Aging

Date: June 2022

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: Council on Aging Coordinator, Center Manager

Subordinate Staff: None

Internal Contacts: Center Volunteers

External Contacts:

Status: Classified/Non-Exempt (302)

### **Job Summary**

Assist center manager with interviewing and qualifying clients for homebound and congregate program. Follow proper food procedures in packaging and delivering of meals. Assist center manager in serving congregate meals, record keeping and planned activities. Act as a relief person for center manager when he/she is absent. Provide driver support for homebound meal program. Attend meetings as needed. Answer telephone and provide information as needed. Provide support in the daily operations of the Center.

### **Job Domain**

#### **A. Preparation of Meals**

1. Follow proper food procedures.
2. Follow proper packaging procedure.
3. Ensure meals are delivered in timely manner.
4. Assist distribution of congregate meals.

#### **B. Assist Center Manager**

1. Assist and coordinate activities for participants.
2. Assist with reports and record keeping.

3. Greet and assist participants.
4. Deliver Homebound meals.

C. Information, Assistance and Outreach

1. Provide information to participants.
2. Help identify sources of assistance for participants needing services.
3. Seek out and identify hard to reach persons and assist them in gaining access to needed services.

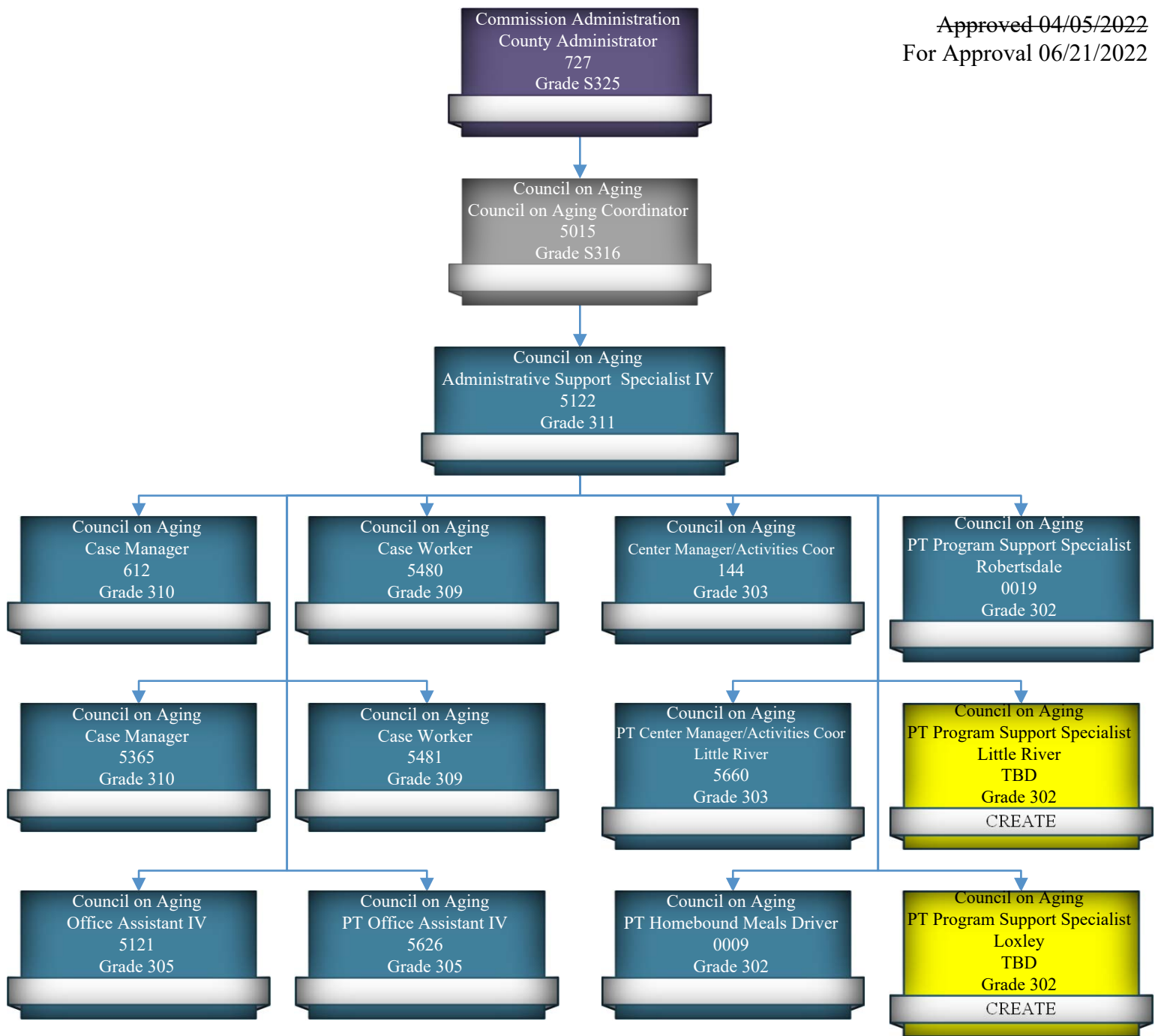
**Knowledge, Skills, and Abilities**

1. Knowledge of proper food handling procedures.
2. Knowledge of principles and procedures of record keeping.
3. Ability and willingness to learn departmental programs, policies and procedures.
4. Ability to deal with the elderly and general public in a courteous and polite manner.
5. Ability to follow written and oral instructions.
6. Establish and maintain cooperative working relationships with those in course of work.

**Minimum Qualifications**

1. Must have own transportation.
2. Must possess and maintain valid driver's license and be insurable by the County's insurance standards.
3. Must maintain a good driving record.
4. Must maintain personal liability insurance.
5. Be willing and available to attend training related to job.
6. Be responsible for keeping accurate time sheets.







# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1066, **Version:** 1

**Item #:** BQ3

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/21/2022

**Item Status:** New

**From:** Cian Harrison, Clerk/Treasurer

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

---

### **ITEM TITLE**

Finance and Accounting Department - Employment of One (1) Administrative Support Specialist II Position

### **STAFF RECOMMENDATION**

Approve the employment of Kerrigan Morgan to fill the open Administrative Support Specialist II position (PID #5460) at a grade 307 (\$15.48 per hour / \$32,198.40 annually) to be effective no sooner than June 27, 2022.

### **BACKGROUND INFORMATION**

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

**Background:** The Administrative Support Specialist II position was vacated in April 2022. The Clerk/Treasurer respectfully requests that the above recommendation is approved.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$32,198.40 - budgeted

**Budget line item(s) to be used:** 10051700.51130

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

### **LEGAL IMPACT**

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

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

**Additional comments: N/A**

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up: Personnel - Implement Changes**

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

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



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1069, **Version:** 1

**Item #:** BQ4

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/21/2022

**Item Status:** New

**From:** Joey Nunnally, County Engineer

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

---

### **ITEM TITLE**

Highway Department (Bay Minette) - Personnel Changes

### **STAFF RECOMMENDATION**

Take the following actions:

1) Approve the employment of Matthew Simpson to fill the open Operator Technician Trainee position (#5486) grade 304 (\$13.38 per hour / \$27,830.40 annually) to be effective no sooner than June 27, 2022; and

2) Approve the promotion of Joshua Odom from the Operator Technician Trainee position (#5487) grade 304 (\$13.38 per hour / \$27,830.40 annually) to fill the open Operator Technician I position (PID #5561) at a grade 307 (\$15.48 per hour / \$32,198.40 annually) to be effective no sooner than July 4, 2022.

### **BACKGROUND INFORMATION**

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

**Background:** The Operator Technician Trainee and the Operator Technician I positions were vacated due to the promotion of the previous employees. The County Engineer respectfully requests that the above recommendations are approved.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$60,028.80 - budgeted

**Budget line item(s) to be used:** 11153111.51130

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



**LEGAL IMPACT**

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

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Personnel - Implement Changes

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

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



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1070, **Version:** 2

**Item #:** BQ5

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/21/2022

**Item Status:** Replacement

**From:** Joey Nunnally, County Engineer

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

---

### ITEM TITLE

Highway Department (Bay Minette, Silverhill, Foley) - Personnel Changes

### STAFF RECOMMENDATION

Take the following actions:

1) Approve the promotion of Donald Prim from the Operator Technician III position (PID #876) grade 309 (\$18.61 per hour / \$38,708.80 annually) to fill the open Operator Technician IV/CDL Instructor position (PID #5663) at a grade 311 (\$20.10 per hour / \$41,808.00 annually), in the Bay Minette Highway Department (53111); and

2) Approve the promotion of Timothy Hallford from the Operator Technician III position (PID #317) grade 309 (\$18.58 per hour / \$38,637.23 annually) to fill the open Operator Technician IV/CDL Instructor position (PID #5664) at a grade 311 (\$20.07 per hour / \$41,745.60 annually), in the Silverhill Highway Department (53112); and

3) Approve the promotion of Charles Warren from the Operator Technician III position (PID #292) grade 309 (\$21.04 per hour / \$43,755.68 annually) to fill the open Operator Technician IV/CDL Instructor position (PID #5665) at a grade 311 (\$22.72 per hour / \$47,257.60 annually), in the Foley Highway Department (53113).

These action shall be effective no sooner than July 4, 2022.

### BACKGROUND INFORMATION

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

**Background:** Replacement Item revises Staff Recommendation #2 and #3 to reflect the results of the salary survey implementation and promotional increase.

The Operator Technician IV/CDL Instructor positions were newly created in April 2022. The County

Engineer respectfully requests that the above recommendations are approved.

**FINANCIAL IMPACT**

**Total cost of recommendation:** \$128,856.00 - budgeted

**Budget line item(s) to be used:** 11153111.51130, 11153112.51130, 11153113.51130

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

**LEGAL IMPACT**

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

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Personnel - Implement Changes

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

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



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1070, **Version:** 1

**Item #:** BQ5

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/21/2022

**Item Status:** New

**From:** Joey Nunnally, County Engineer

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

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### **ITEM TITLE**

Highway Department (Bay Minette, Silverhill, Foley) - Personnel Changes

### **STAFF RECOMMENDATION**

Take the following actions:

1) Approve the promotion of Donald Prim from the Operator Technician III position (PID #876) grade 309 (\$18.61 per hour / \$38,708.80 annually) to fill the open Operator Technician IV/CDL Instructor position (PID #5663) at a grade 311 (\$20.10 per hour / \$41,808.00 annually), in the Bay Minette Highway Department (53111); and

2) Approve the promotion of Timothy Hallford from the Operator Technician III position (PID #317) grade 309 (\$18.03 per hour / \$37,502.40 annually) to fill the open Operator Technician IV/CDL Instructor position (PID #5664) at a grade 311 (\$19.47 per hour / \$40,497.60 annually), in the Silverhill Highway Department (53112); and

3) Approve the promotion of Charles Warren from the Operator Technician III position (PID #292) grade 309 (\$20.72 per hour / \$43,097.60 annually) to fill the open Operator Technician IV/CDL Instructor position (PID #5665) at a grade 311 (\$22.38 per hour / \$46,550.40 annually), in the Foley Highway Department (53113).

These action shall be effective no sooner than July 4, 2022.

### **BACKGROUND INFORMATION**

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

**Background:** The Operator Technician IV/CDL Instructor positions were newly created in April 2022. The County Engineer respectfully requests that the above recommendations are approved.

### **FINANCIAL IMPACT**



**Total cost of recommendation:** \$128,856.00 - budgeted

**Budget line item(s) to be used:** 11153111.51130, 11153112.51130, 11153113.51130

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

### **LEGAL IMPACT**

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

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

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

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

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

### **FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Personnel - Implement Changes

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

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



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1071, **Version:** 1

**Item #:** BQ6

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/21/2022

**Item Status:** New

**From:** Joey Nunnally, County Engineer

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

---

### **ITEM TITLE**

Highway Department (Silverhill) - Personnel Changes

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve the employment of Robert Broxson to fill the open Operator Technician I position (#675) grade 307 (\$15.48 per hour / \$32,198.40 annually) to be effective no sooner than June 27, 2022; and
- 2) Approve the promotion of Jacob Daniels from the Operator Technician I position (PID #5628) grade 307 (\$15.48 per hour / \$32,198.40 annually) to fill the open Operator Technician II position (PID #288) at a grade 308 (\$16.72 per hour / \$34,777.60 annually) to be effective no sooner than July 4, 2022.

### **BACKGROUND INFORMATION**

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

**Background:** The Operator Technician I and the Operator Technician II positions were vacated due to the promotion of the previous employees. The County Engineer respectfully requests that the above recommendations are approved.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$66,976.00 - budgeted

**Budget line item(s) to be used:** 11153112.51130

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

**LEGAL IMPACT**

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

N/A

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Personnel - Implement Changes

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

N/A

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



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1072, **Version:** 1

**Item #:** BQ7

---

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/21/2022

**Item Status:** New

**From:** Ron Cink, Budget Director

Matthew Brown, Planning and Zoning Director

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

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### **ITEM TITLE**

Planning and Zoning Department - Employment of One (1) Part-time Planner Position

### **STAFF RECOMMENDATION**

Approve the employment of Linda Lee to fill the open part-time Planner position (PID #5662) at a grade 314 (\$30.00 per hour), with said salary due to experience, to be effective no sooner than July 5, 2022.

### **BACKGROUND INFORMATION**

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

**Background:** The part-time Planner position was newly created in April 2022. The Planning and Zoning Director respectfully requests that the above recommendation is approved.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** not to exceed \$34,000 annually - budgeted

**Budget line item(s) to be used:** 10052730.51130

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

### **LEGAL IMPACT**

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



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

**Additional comments: N/A**

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up: Personnel - Implement Changes**

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

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



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1056, **Version:** 1

**Item #:** BR1

---

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/21/2022

**Item Status:** New

**From:** Matthew Brown, Planning Director

**Submitted by:** Ashley Campbell, Natural Resource Planner

---

### **ITEM TITLE**

2022 Municipal Separate Storm Sewer Systems (MS4) Permit - Appointment of Responsible Official (RO)

### **STAFF RECOMMENDATION**

Appoint James E. Ball, Baldwin County Commission Chairman, as the Municipal Separate Storm Sewer Systems (MS4) Permit Responsible Official to execute all documents required by the Alabama Department of Environmental Management (ADEM) for the County's MS4 Permit ALR #40042.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** 06/15/2021 - Last BCC action

**Background:** In accordance with the County's MS4 Storm Water Permit, Baldwin County is required to appoint a Responsible Official who has the authority to execute permit applications, annual reports and other essential documents required by ADEM throughout the year. Staff requests that the Commission Chairman be appointed as the Responsible Official.

### **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:** Commission Administration prepare appointment letter addressed to:

Ms. Melanie Ratcliffe  
Storm Water Management Branch  
Water Division  
Alabama Department of Environmental Management  
PO Box 301463  
Montgomery, AL 36130-1463.

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
Courier original letter to Ashley Campbell who will submit the letter to ADEM through the permit AEPAC online portal.

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

June 21, 2022

Ms. Melanie Ratcliffe  
Storm Water Management Branch  
Water Division  
Alabama Department of Environmental Management  
Post Office Box 301463  
Montgomery, AL 36130-1463

**RE: 2022 Municipal Separate Storm Sewer Systems (MS4) Permit - Appointment  
of Responsible Official (RO)**

Dear Ms. Ratcliffe:

The Baldwin County Commission, during its regularly scheduled meeting held on June 21, 2022, appointed me, James E. Ball, Baldwin County Commission Chairman, as the Municipal Separate Storm Sewer Systems (MS4) Permit Responsible Official to execute all documents required by the Alabama Department of Environmental Management (ADEM) for the County's MS4 Permit ALR #40042.

If you have any questions or need further assistance, please do not hesitate to contact me or Ashley Campbell, Natural Resource Planner, at (251) 937-0264.

Sincerely,

JAMES E. BALL, Chairman  
Baldwin County Commission

JB/clc Item BR1

cc: Ashley Campbell  
planning@baldwincountyal.gov





# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1083, **Version:** 1

**Item #:** DR1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/21/2022

**Item Status:** New

**From:** DJ Hart, Planning Technician

**Submitted by:** DJ Hart, Planning Technician

---

### **ITEM TITLE**

Case No. Z22-6 - Action Auto Wholesale Property Rezoning

### **STAFF RECOMMENDATION**

Adopt Resolution #2022-090, which approves Case Z22-6, Action Auto Wholesale Property Rezoning, as it pertains to the rezoning of approximately 1 acre, more or less, as located in Planning District 33, from B-2, Local Business District to B-3, General Business District.

### **BACKGROUND INFORMATION**

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

**Background:** The subject property is currently zoned B-2, Local Business District, and is currently occupied with an office and car lot. The property is on the south side of US Highway 98, east of Saint Francis St. south. The adjoining properties are commercial. The requested zoning designation is B-3, General Business District. According to the submitted information the purpose of this request is to allow the continued operation of the car lot.

The Planning Commission considered this request at their May 5, 2022, meeting and voted to recommend approval to the County Commission.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

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

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

### **LEGAL IMPACT**

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

N/A

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** YES

**If the proof of publication affidavit is not attached, list the reason:** 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 Administration and Planning and Zoning Department

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

Send Notice of Action to the Following:

Mr. Daniel Alvare  
40 W Nine Mile Road Ste 2 #151  
Pensacola, Florida 32534

cc: [planning@baldwincountyal.gov](mailto:planning@baldwincountyal.gov)

**Additional instructions/notes:** Planning and Zoning Department - Amend Zoning Map

# 8.c)Z22-6 ACTION AUTO WHOLESALE PROPERTY

Lead Staff: DJ Hart, Planning Technician

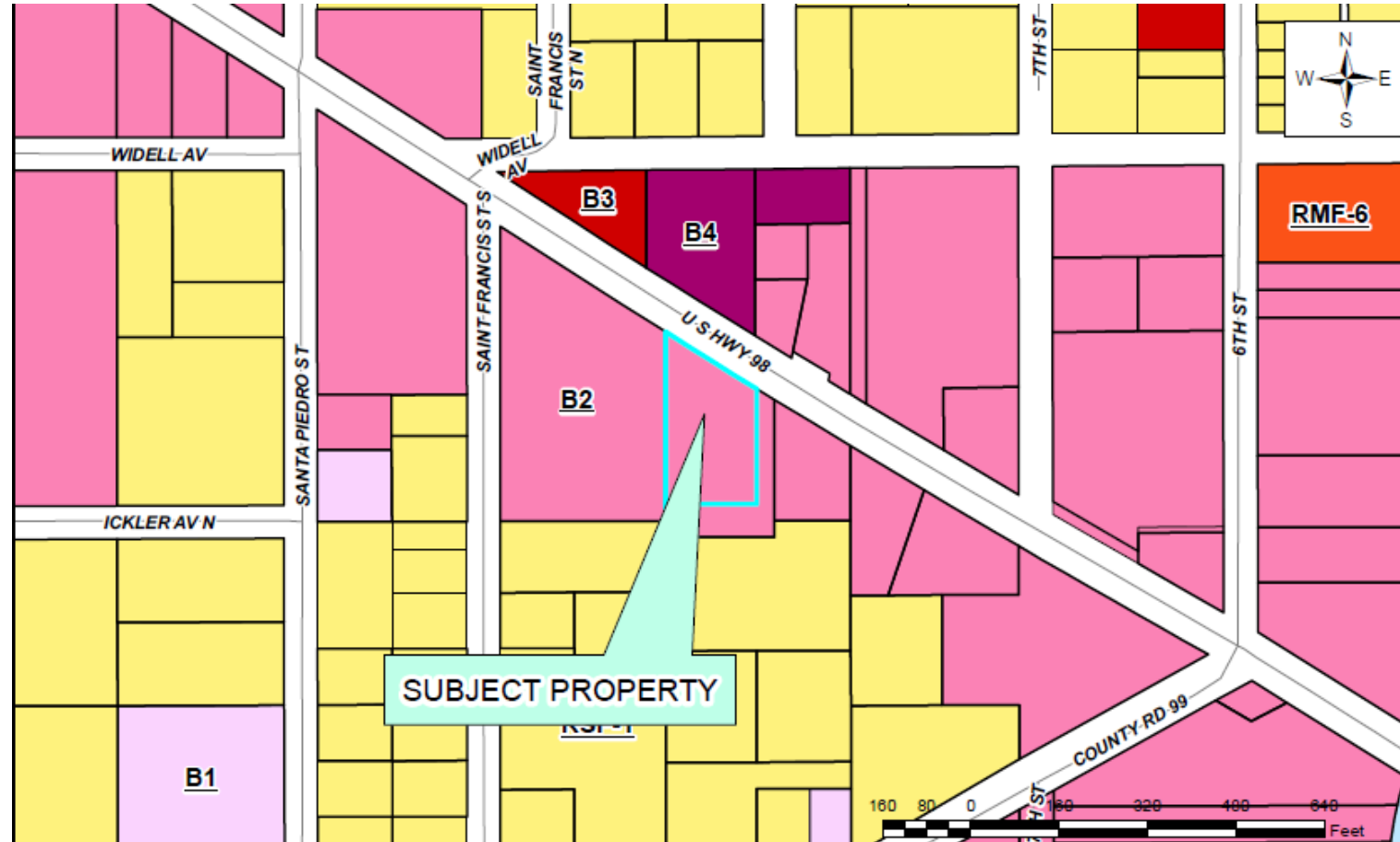
Request before Planning  
Commission:

Rezone 1.00 +/- acres From  
B2 to B3

Parcel# 05-52-07-26-0-002-  
009.000

To view maps/plats in higher resolution  
please visit the "Upcoming Items" Planning  
and Zoning webpage:

[https://baldwincountyal.gov/departments/  
planning-zoning/meeting-agenda](https://baldwincountyal.gov/departments/planning-zoning/meeting-agenda)



# Z22-6 ACTION AUTO WHOLESAL PROPERTY

Lead Staff: DJ Hart, Planning Technician

**Planning District:** 33

**Zoned:** B2, Neighborhood Business

**Location:** Subject property is located on the south side of US Hwy 98

**Current Use:** Used Car Lot

**Acreage:** 1.00 +/- acres

**Physical Address:** 34382 US Hwy 98,  
Lillian, AL

**Applicant:** Action Auto Wholesale

**Owner:** Action Auto Wholesale

**Proposed Zoning:** B3, General Business

**Proposed Use:** Used Car Sales and Tire Shop\* will require Commission Site Plan Approval for this use.

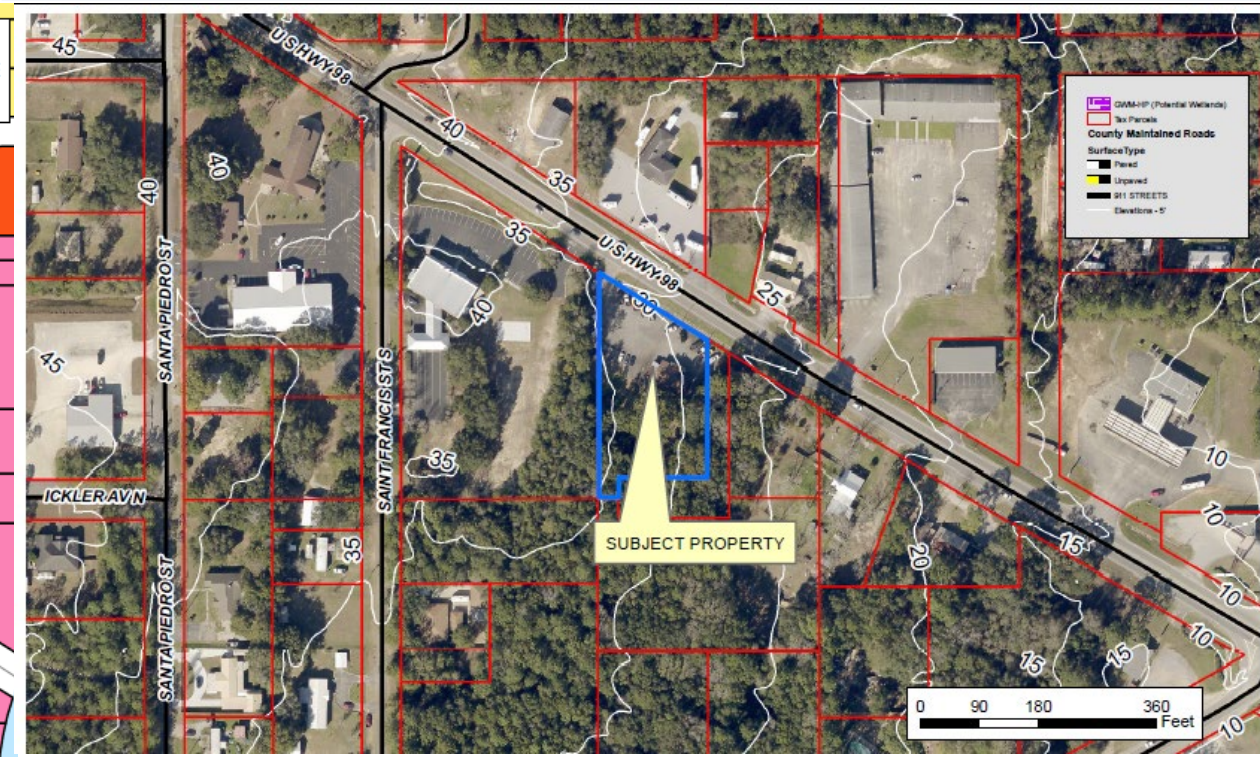
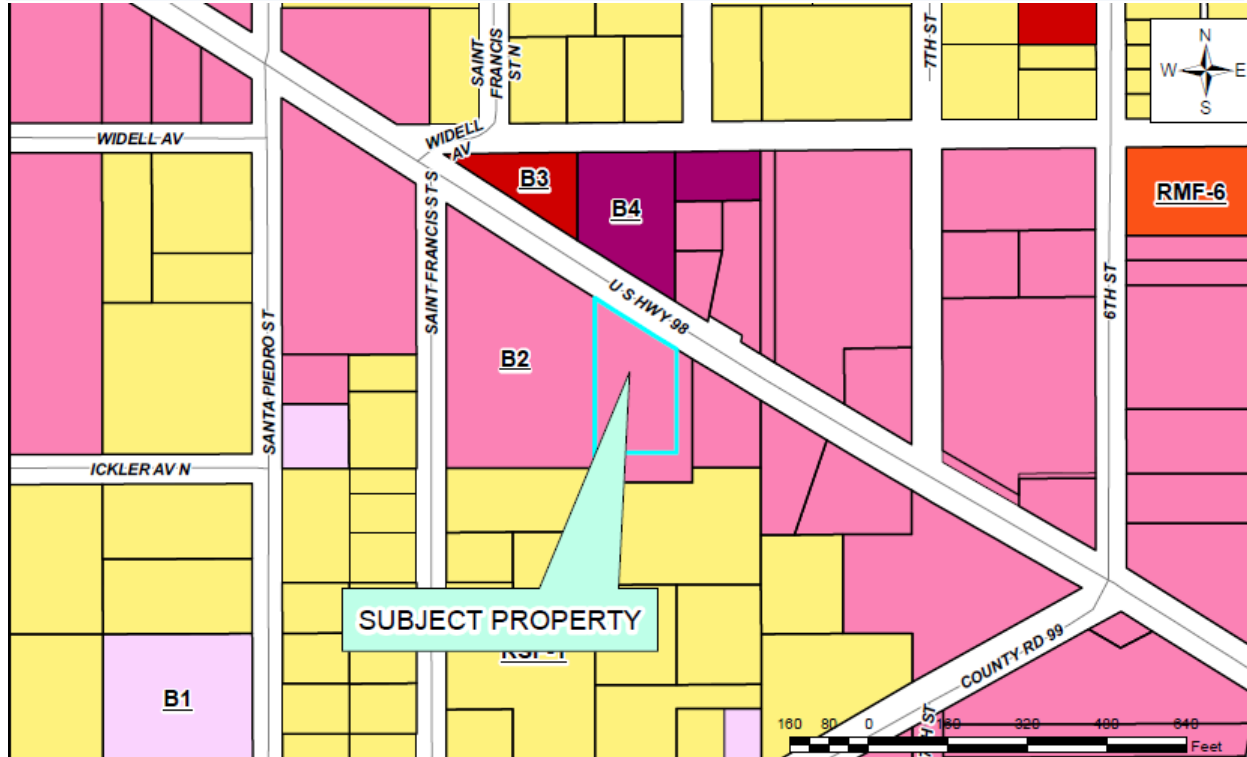
**Applicant's Request:** Rezone 1.00 acre from B2 to B3.

**Online Case File Number:** The official case number for this application is Z22-6, however, when searching online CitizenServe database, please use Z22-000006.



# Locator Map

# Site Map



## Adjacent Zoning

## Adjacent Land Use

North

B4, Major Business

Commercial

South

B2, Neighborhood Business & RSF-1  
Residential Single Family

Vacant

East

B2, Neighborhood Business

Vacant

West

B2, Neighborhood Business

Commercial



# Property Images

Subject Property



Apr 12, 2022 3:22:24 PM







# Current Zoning Requirements

## Section 5.2 B-2, Neighborhood Business District

**5.2.1 Purpose and intent.** The purpose and intent of the B-2 Neighborhood Business District is to provide a limited commercial convenience facility, servicing nearby residential neighborhoods, planned and developed as an integral unit.

**5.2.2 Permitted uses.** The following uses are permitted as of right, or as uses accessory to permitted uses in the B-2, Neighborhood Business District, conditioned on the Commission Site Plan Approval requirements of Section 18.9:

- |  |  |
|--|--|
| (a) All uses permitted by right under the B-1 zoning designation | (v) Floor covering sales or service          |
| (b) Antique store  | (w) Florist                                  |
| (c) Apparel and accessory store                                  | (x) Fraternity or sorority house             |
| (d) Appliance store including repair                             | (y) Fruit and produce store                  |
| (e) Art gallery or museum  | (z) Gift shop                                |
| (f) Art supplies   | (aa) Hardware store, retail                  |
| (g) Bait store   | (bb) Ice cream parlor                        |
| (h) Bakery retail  | (cc) Interior decorating shop                |
| (i) Bed and breakfast or tourist home                            | (dd) Laundry, self service                   |
| (j) Bicycle sales and service                                    | (ee) Lawnmower sales and service             |
| (k) Boarding, rooming or lodging house, dormitory                | (ff) Locksmith                               |
| (l) Book store   | (gg) Music store                             |
| (m) Café   | (hh) Neighborhood convenience store          |
| (n) Camera and photo shop  | (ii) News stand                              |
| (o) Candy store  | (jj) Paint and wallpaper store               |
| (p) Catering shop or service                                     | (kk) Picture framing and/or mirror silvering |
| (q) Copy shop  | (ll) Restaurant                              |
| (r) Delicatessen   | (mm) Shoe repair shop                        |
| (s) Discount/variety store (not to exceed 8,000 square feet)     | (nn) Shoe store                              |
| (t) Drug store (not to exceed 8,000 square feet)                 | (oo) Sign shop                               |
| (u) Fixture sales  | (pp) Sporting goods store                    |
|  | (qq) Tailor shop                             |
|  | (rr) Tobacco store                           |
|  | (ss) Toy store                               |

**5.2.3 Commission Site Plan Approval.** The following uses are permissible as Commission Site Plan Approval uses in the B-2, Neighborhood Business District, subject to the standards and procedures established in Section 18.9: *Commission Site Plan Approval*:

- |  |   |
|--|---|
| (a) Air conditioning sales and service                   | (q) Park or playground  |
| (b) Amusement arcade                                     | (r) Pawn shop   |
| (c) Animal clinic/kennels                                | (s) Pet shop  |
| (d) Arboretum  | (t) Plumbing shop   |
| (e) Ball field   | (u) Restaurant sales and supplies   |
| (f) Business machine sales and service                   | (v) Riding academy  |
| (g) Car wash   | (w) Rug and/or drapery cleaning service   |
| (h) Country club   | (x) Seafood store   |
| (i) Discount/variety store (exceeding 8,000 square feet) | (y) Swimming pool (outdoor)   |
| (j) Drug store (exceeding 8,000 square feet)             | (z) Tennis court (outdoor)  |
| (k) Exterminator service office                          | (aa) Water storage tank   |
| (l) Golf course  | (bb) Wildlife sanctuary   |
| (m) Liquor store   | (cc) Wireless telecommunication facility  |
| (n) Mini-warehouse                                       | (dd) Dwellings, in combination with commercial uses, subject to the standards listed under Section 5.2.4: <i>Mixed uses</i> |
| (o) Night club, bar, tavern                              |   |
| (p) Office equipment and supplies sales                  |   |

**5.2.4 Mixed uses.** Mixed residential and commercial uses may be permissible as conditional uses in the B-2 Neighborhood Business District, subject to the standards and procedures established in Section 18.9: *Commission Site Plan Approval*, and subject to the following criteria:

- The commercial uses in the development may be limited in hours of operation, size of delivery trucks and type of equipment.
- The residential uses shall be designed so that they are compatible with the commercial uses.
- Residential and commercial uses shall not occupy the same floor of a building.
- Residential and commercial uses shall not share the same entrances.
- The number of residential dwelling units shall be controlled by the dimensional standards of the B-2 district. A dwelling unit density of .5 (1/2) dwelling units per 1,000 square feet of the gross floor area devoted to commercial uses, may be allowed (structures with less than 2,000 square feet devoted to commercial uses shall be allowed one



# Current Zoning Requirements

dwelling unit). In no case, however, shall the overall dwelling unit density for a mixed use project exceed 4 dwelling units per acre.

(f) Building height shall not exceed three stories.

(g) A minimum of 30 percent of the mixed use development shall be maintained as open space. The following may be used to satisfy the open space requirements: areas used to satisfy water management requirements, landscaped areas, recreation areas, or setback areas not covered with impervious surface or used for parking (parking lot islands may not be used unless existing native vegetation is maintained).

(h) The mixed commercial/residential structure shall be designed to enhance compatibility of the commercial and residential uses through such measures as, but not limited to, minimizing noise associated with commercial uses; directing commercial lighting away from residential units; and separating pedestrian and vehicular access ways and parking areas from residential units, to the greatest extent possible.

(i) Off-street parking spaces for the mixed residential and commercial uses shall be the sum total of the residential and commercial uses computed separately (See *Article 15: Parking and Loading Requirements*).

## 5.2.5 Area and dimensional ordinances.

Maximum Height of Structure in Feet	35
Maximum Height of Structure in Habitable Stories	2 1/2
Minimum Front Yard	30-Feet
Minimum Rear Yard	25-Feet
Minimum Side Yards	15-Feet
Minimum Lot Area	20,000 Square Feet
Maximum Impervious Surface Ratio	.60
Minimum Lot Width at Building Line	80-Feet
Minimum Lot Width at Street Line	60-Feet

5.2.6 *Lighting standards.* The maximum height of exterior lights shall be 25-feet. The intensity, location, and design of lighting shall be such that not more than one foot candle of light is cast upon adjacent property or public rights-of-way. Light fixtures shall be designed to cast light downward. Where necessary, cut-off devices shall be used to minimize glare off premises. No light shall be aimed directly toward a property designated residential, which is located within 200-feet of the source of the light.

5.2.7 *Distance between structures.* If there is a separation between any two principal structures on the same parcel, said separation shall be a minimum of 15-feet or a distance equal to one-half the sum of their heights, whichever is the greater.

5.2.8 *Landscaping and buffering.* All B-2, Neighborhood Business District, uses shall meet the requirements of *Article 17: Landscaping and Buffers*.

# Proposed Zoning Requirements

## Section 5.3 B-3, General Business District

**5.3.1 Purpose and intent.** The purpose of this district is to provide for a variety of retail uses and services in free-standing parcels or shopping centers to serve the community's general commercial needs. This district shall only be applied at appropriate locations; to conveniently meet these needs; in conformance with the goals, objectives and policies and location criteria of the Comprehensive Plan; compatible with the surrounding land uses and zoning districts; where it will not adversely impact the facilities and services of the County; where it will not set a precedent for the introduction of inappropriate uses into an area; and so as not to encourage non-residential strip development along streets

**5.3.2 Permitted uses.** The following uses are permitted as of right, or as uses accessory to permitted uses in the B-3, General Business District, conditioned on the Commission Site Plan Approval requirements of Section 18.9::

- |  |  |
|--|--|
| (a) All uses permitted by right under the B-2 zoning designation | (aa) Fraternity or sorority house        |
| (b) Air conditioning sales and service                           | (bb) Fruit and produce store             |
| (c) Amusement arcade   | (cc) Funeral home                        |
| (d) Animal clinic/kennel   | (dd) Golf course                         |
| (e) Arboretum  | (ee) Golf driving range                  |
| (f) Auto convenience market                                      | (ff) Grocery store                       |
| (g) Automobile service station                                   | (gg) Landscape sales                     |
| (h) Bakery, wholesale  | (hh) Marine store and supplies           |
| (i) Ball field   | (ii) Miniature golf                      |
| (j) Bicycle sales and service                                    | (jj) Mini-warehouse                      |
| (k) Bowling alley  | (kk) Night club, bar, tavern             |
| (l) Business machine sales and service                           | (ll) Nursery                             |
| (m) Business school or college                                   | (mm) Office equipment and supplies sales |
| (n) Butane gas sales   | (nn) Park or playground                  |
| (o) Cemetery   | (oo) Pawn shop                           |
| (p) City hall or courthouse                                      | (pp) Pet shop                            |
| (q) Country club   | (qq) Plumbing shop                       |
| (r) Department store   | (rr) Printing/publishing establishment   |
| (s) Discount/variety store                                       | (ss) Restaurant sales and supplies       |
| (t) Drug store   | (tt) Riding academy                      |
| (u) Elevator maintenance service                                 | (uu) Rug and/or drapery cleaning service |
| (v) Exterminator service office                                  | (vv) Seafood store                       |
| (w) Farmer's market/truck crops                                  | (ww) Sign shop                           |
| (x) Firing range   | (xx) Skating rink                        |
| (y) Fitness center or gym  | (yy) Stone monument sales                |
| (z) Florist  | (zz) Swimming pool (outdoor)             |

**5.3.3 Commission Site Plan Approval.** The following uses are permissible as Commission Site Plan Approval uses in the B-3: General Commercial District, subject to the standards and procedures established in Section 18.9: Commission Site Plan Approval:

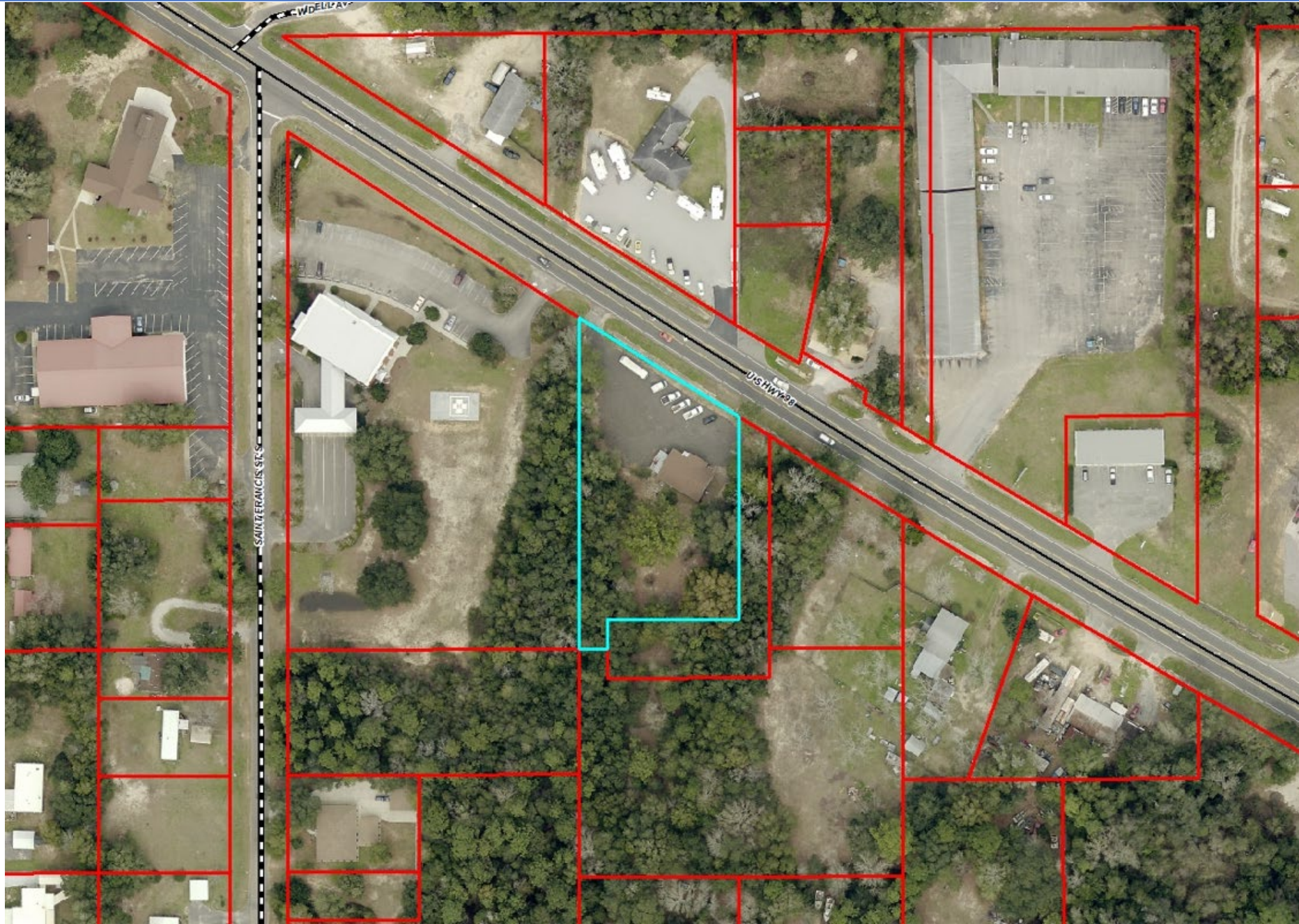
- |  |   |
|--|---|
| (a) Airport  | (x) Hospital  |
| (b) Ambulance/EMS service                            | (y) Landfill  |
| (c) Amusement park                                   | (z) Maintenance facility/storage yard for schools, government agencies, and telephone and cable companies |
| (d) Armory   | (aa) Manufactured housing sales, service and repair   |
| (e) Auditorium, stadium, coliseum                    | (bb) Marina   |
| (f) Automobile parts sales                           | (cc) Motorcycle sales service and repair  |
| (g) Automobile repair (mechanical and body)          | (dd) Movie theatre  |
| (h) Automobile storage (parking lot, parking garage) | (ee) Radio/television tower   |
| (i) Barge docking                                    | (ff) Railroad facility  |
| (j) Boat sales and service                           | (gg) Recreational vehicle park  |
| (k) Broadcasting station                             | (hh) Recreational vehicle sales service, and repair   |
| (l) Building materials                               | (ii) Restaurant, drive-in   |
| (m) Bus and railroad terminal facility               | (jj) Restaurant, fast-food  |
| (n) College or university                            | (kk) Sewage treatment plant   |
| (o) Convalescent or nursing home                     | (ll) Taxi dispatching station   |
| (p) Correctional or penal institution                | (mm) Taxi terminal  |
| (q) Dog pound  | (nn) Telephone exchange   |
| (r) Electric power substations                       | (oo) Water or sewage pumping station  |
| (s) Farm implements                                  | (pp) Water storage tank   |
| (t) Flea market                                      | (qq) Wireless telecommunication facility  |
| (u) Freight depot, rail or truck                     | (rr) Zoo  |
| (v) Home improvement center                          |   |
| (w) Hotel or motel                                   |   |

## 5.3.4 Area and dimensional ordinances.

Maximum Height of Structure in Feet	40
Maximum Height of Structure in Habitable Stories	3
Minimum Front Yard	40-Feet
Minimum Rear Yard	25-Feet
Minimum Side Yards	15-Feet
Minimum Lot Area	20,000 Square Feet
Maximum Impervious Surface Ratio	.70
Minimum Lot Width at Building Line	80-Feet



# Aerial Map from 2013





# Current Aerial Map





# Staff Analysis and Findings

## **1.) Is the requested change compatible with the existing development pattern and the zoning of nearby properties?**

The subject property is currently zoned B2, Neighborhood Business District, and is being used as a Used Car Lot. The adjacent properties are zoned B2, Neighborhood Business District and RSF-1, Residential Single-Family District. The adjacent uses are institutional and vacant. **Staff believes the requested change is compatible with the existing development patterns of the area.**

## **2.) Has there been a change in the conditions upon which the original zoning designation was based? Have land uses or conditions changed since the zoning was established?**

Planning District 33 zoning map was adopted in August 2002. At that time, the property was zoned B2, Neighborhood Business.

# Staff Analysis and Findings

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

The Baldwin County Master Plan, 2013, provides future land use designations for properties located within the zoned areas of the County. These categories represent the recommendations for the physical development of the unincorporated areas of the County. They are intended for planning purposes only and do not represent the adoption of zoning designations for areas which have not voted their desire to come under the zoning authority of the Baldwin County Commission. Although not legally binding, the future land use designations are evaluated in conjunction with criteria found in the Baldwin County Zoning Ordinance (Zoning Ordinance), the Baldwin County Subdivision Regulations, the Baldwin County Flood Damage Prevention Ordinance and any other ordinances and regulations which the County Commission may adopt.

A future land use designation of Commercial has been provided for the subject property. This category is provided for retail and wholesale trade facilities which offer convenience and other types of goods and services. Institutional uses, recreational uses, mixed-use developments and transportation, communication and utility uses may be included in accordance with the Zoning Ordinance. Multiple family developments may also be included.

**Commercial uses should be located on major streets** so as to be accessible to the residential population. Zoning designations may include RR, B-1, B-2, B-3, B-4, MR and TR.

# Staff Analysis and Findings

## **4.) Will the proposed change conflict with existing or planned public improvements?**

Staff is unaware of any planned public improvements.

## **5.) Will the proposed change adversely affect traffic patterns or congestion?**

Per the Federal Highway Administration, the functional classification of US Hwy 98 is principal arterial. These roadways serve major centers of metropolitan areas, provide a high degree of mobility and can also provide mobility through rural areas. Unlike their access-controlled counterparts, abutting land uses can be served directly. Forms of access for Other Principal Arterial roadways include driveways to specific parcels and at-grade intersections with other roadways. For the most part, roadways that fall into the top three functional classification categories (Interstate, Other Freeways & Expressways and Other Principal Arterials) provide similar service in both urban and rural areas. The primary difference is that there are usually multiple Arterial routes serving a particular urban area, radiating out from the urban center to serve the surrounding region. In contrast, an expanse of a rural area of equal size would be served by a single Arterial. The traffic going to and from the auto sales business could have an impact on traffic patterns or congestion. Access to this site would require approval from the Alabama Department of Transportation.

## Staff Analysis and Findings

**6.) Is the proposed amendment consistent with the development patterns in the area and appropriate for orderly development of the community? The cost of land or other economic considerations pertaining to the applicant shall not be a consideration in reviewing the request.**

The primary surrounding land uses are commercial, and the subject property also fronts US Hwy 98. Staff believes the proposed amendment is consistent with the development patterns in the area.

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

Adjacent properties to the south, east and west are zoned B-2, with the exception of a small RSF-1 area at the southwest corner of the parcel. A parcel zoned B-3 is located across the street to the north, which is the requested designation for the subject property. The subject property fronts US Hwy 98



## Staff Analysis and Findings

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

Staff believes that timing is not an issue.

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

Staff is unaware of any environmental conditions or historic resources that would be adversely impacted by this request. The Alabama Department of Environmental Management (ADEM) provided no comments.

**10.) Will the proposed change adversely affect the health, safety and welfare of the County and the vicinity?**

Staff anticipates no adverse impacts.

**11.) Other matters which may be appropriate.**

# Agency Comments

**ALDOT, Michael Smith:** No Comments Received

**ADEM, Scott Brown:** No Comments

## **Baldwin County Highway Department – Weesie Jeffords**

DJ,

Below are my comments for the May Planning Commission re-zoning and site plan cases.

Z22-6 – Action Auto Wholesale LLC

- a. Access would need to be coordinated with ALDOT if there is a change in use.
- b. Drainage will need to be reviewed if any changes are to occur onsite

## **Baldwin County Subdivision Coordinator, Mary Booth**

DJ,

Please see Subdivision comments below.

1. Z22-6 – Action Auto Wholesale LLC
  - a. No additional comments from Subdivision.
  - b. Concur with Hwy comments

# Z22-6 ACTION AUTO WHOLESALE PROPERTY

Lead Staff: DJ Hart, Planning Technician

Requested Zoning:  
General Business (B3)

Current Zoning:  
Nieghorhood Business (B2)



Rural

Single Family

Multi-Family

Resort/RV

Businesses

Major Commercial

Industrial



# Z22-6 ACTION AUTO WHOLESALE PROPERTY

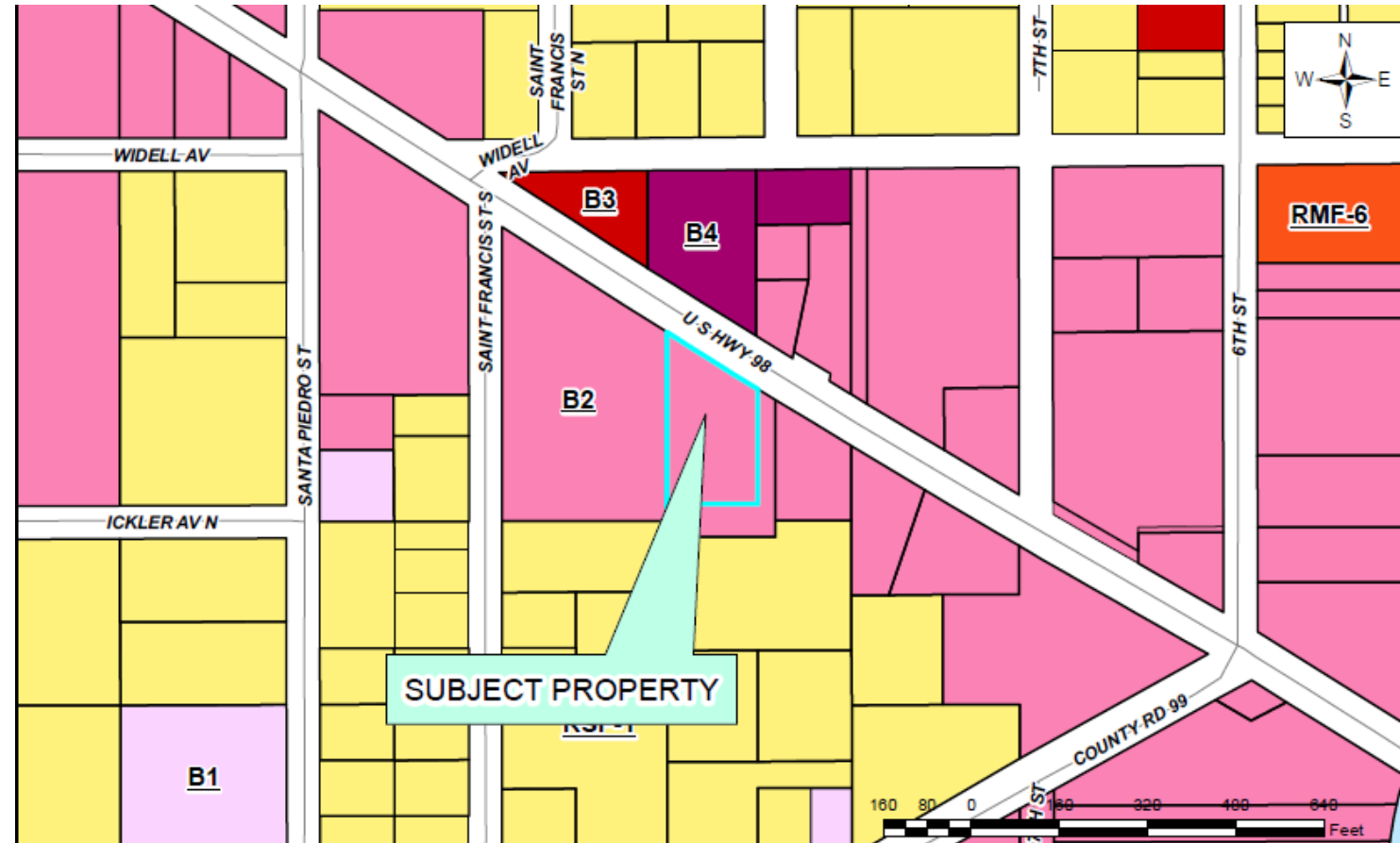
Lead Staff: DJ Hart, Planning Technician

## Staff's Summary and Comments:

As stated previously, the subject property is currently zoned B-2, Neighborhood Business District, and is currently being used as a used car lot. The property adjoins US Hwy 98. The adjoining properties are zoned commercial. The requested zoning designation is B-3, General Business District. According to the submitted information, the purpose of this request is to allow for a used car lot and tire shop. If the property is rezoned, the proposed uses will require Commission Site Plan approval from the Planning Commission.

The applicant stated that this business has operated since 2011 and this was confirmed with the Probate Office.

This rezoning request is a result of a violation and the need to come into compliance with the current zoning ordinance.





# Z22-6 ACTION AUTO WHOLESALE PROPERTY

Lead Staff: DJ Hart, Planning Technician

## Staff's Recommendation:

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

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

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INTENTIONALLY

**STATE OF ALABAMA  
COUNTY OF BALDWIN**

**RESOLUTION # 2022-090**

DETERMINATION OF THE BALDWIN COUNTY COMMISSION, REGARDING **Case No. Z22-6 Action Auto Wholesale Property** SUCH DETERMINATION AS AUTHORIZED PURSUANT TO SECTION 45-2-261 THROUGH SECTION 45-2-261.18, CODE OF ALABAMA (1975).

**WHEREAS**, Action Auto Wholesale has petitioned the Baldwin County Commission to rezone certain property, in Planning (Zoning) District No. 33, for property identified herein and described as follows:

175'(S) X 210'(S) IRR LOTS 13-18 BLK 33 AND THE E1/2 OF VACATED SIEGFRIED ST  
MB1 PG92 MS BK5 PG171-172 TOWN OF LILLIAN  
SEC 26-T7S-R6E (CORR WD) IN# 1468090 IN# 1571432 IN# 1571435

**WHEREAS**, the petitioner has requested that the property herein identified be rezoned from B-2, Local Business District, to B-3, General Business District; and

**WHEREAS**, the Baldwin County Planning and Zoning Commission held a public hearing on May 5, 2022, and voted to recommend approval of the rezoning request; and

**WHEREAS**, the Baldwin County Commission held a public hearing on June 21, 2022; and

**WHEREAS**, the requirements of SECTION 45-2-261 THROUGH SECTION 45-2-261.18, CODE OF ALABAMA (1975), regarding procedures to consider this rezoning request, which would affect the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 22 Official Map, have been met; now therefore

**BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED**, That the petitioner's request to rezone the property (Case No. Z22-6, Action Auto Wholesale Property) as herein identified and described and as found within the confines of Planning (Zoning) District No. 33 from B-2, Local Business District, to B-3, General Business District which amends the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 33 Official Map, is hereby **APPROVED**.

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the **21st** day of **June 2022**.

---

Commissioner James E Ball, Chairman

*ATTEST*

---

Ronald J. Cink, Interim County Administrator

Greg Seibert made a motion to recommend denial based on the danger to the intersection of US Highway 98 and County Road 91 and the issue of compatibility with the density of this development vs. the rest of the area. Bill Booher seconded. All members voted aye. **Motion to recommend denial of Case Z22-5 Swift Land & Timber LLC Property based on the danger to the intersection of US Highway 98 and County Road 91 and the issue of compatibility with the density of this development vs. the rest of the area carries on a vote of 6-0.**

**c.) Case Z22-6 Action Auto Wholesale Property**

Request to rezone approximately 1.00 acres from B-2 to B-3 to allow used car sales and a tire shop on the property. The subject property is located at 34382 US Highway 98 in Planning District 33.

Matthew Brown presented the case and reported recommendation of approval by staff. There was no one signed up to speak in favor or opposition of the request. Michael Mullek made a motion to recommend approval. Robert Davis seconded the motion. All members voted aye. **Motion to recommend approval of Case Z22-6 Action Auto Wholesale Property rezoning request from B-2 to B-3 carries on a vote of 6-0.**

**d.) Case Z22-7 Herndon Property**

Request to rezone approximately 4.27 acres from RSF-1 to RSF-2 to allow lots with 80' frontage to a depth of 200'. The subject property is located south of County Road 32, west of Calloway Drive in Planning District 26.

Celena Boykin presented the case and reported recommendation of approval by staff with conditions and answered questions. Applicant Ray Herndon addressed the commission and answered questions. William Omeara spoke in opposition. Mrs. Boykin reported numerous letters and calls in opposition. Mr. Brown, and Weesie Jeffords answered commission questions.

Bill Booher made a motion to recommend denial based on the density in the area. Michael Mullek seconded the motion. All members voted aye. **Motion to recommend denial of Case Z22-7 Herndon Property rezoning from RSF-1 to RSF-2 based on the density carries on a vote of 6-0.**

**e.) Case Z22-8 Vasut Properties**

Request to rezone approximately 39 acres from RA to RSF-4 to allow development of a residential subdivision. The subject property is located on the west side of State Highway 59 south of Thompson Road in Planning District 12.

Celena Boykin presented the request and reported recommendation of approval by staff and answered questions. Ercil Godwin was present to represent the applicant. Greg Nave spoke in opposition.

Daniel Nance made a motion to recommend approval for the rezoning request to County Commission. Greg Seibert seconded the motion. Michael Mullek voted nay. All other members voted aye. **Motion to recommend approval for Case Z22-8 Vasut Property rezoning request from RA to RSF-4 carries on a vote of 5-1.**

**f.) Case Z22-9 Bertolla Properties LLC Property**



BALDWIN COUNTY PLANNING & ZONING COMMISSION

Voting Sheet

**Z-22-6**

**Action Auto Wholesale Property**

**5-5-2022**

MOTION:	TO RECOMMEND APPROVAL
MADE BY:	MICHAEL MULLEK
2 <sup>ND</sup> BY:	ROBERT DAVIS

MEMBER	IN FAVOR OF MOTION	OPPOSED TO MOTION
Steven Pumphrey	-	-
Daniel Nance	X	
Brandon Bias	-	
Robert Davis	X	
Plumer Tonsmeire	-	
Jason Padgett	X	
Michael Mullek	X	
Greg Seibert	X	
Bill Booher	X	
Jamie Strategier	-	
<u>VOTE TOTAL</u>	6	0

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

Planning and Zoning  
Department

# Memo

**To:** Anu Gary, Records Manager  
**From:** DJ Hart  
**Date:** 6/10/2022  
**Re:** Z22-6, Action Auto Wholesale Property

Proof of Advertisement for the Baldwin County Planning and Zoning Commission Public Hearing on 5/5/2022

---

Anu:

Attached is the original Proof of Publication for the Baldwin County Planning and Zoning Commission public hearing for case:

**Z22-6, Action Auto Wholesale Property**

The Planning and Zoning Commission meeting was held **Thursday May 5, 2022**.

The County Commission public hearing is scheduled for **Tuesday June 21, 2022**.

Please let me know if you have any questions.

Thank You,

**DJ Hart**

# GULF COAST MEDIA

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GulfCoastMedia.com

The Courier, The Islander  
The Onlooker & The Baldwin Times  
Office: 251-943-2151 • Legals: 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:

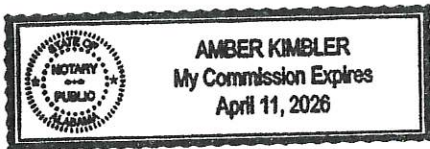
04/13/2022

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 11, 2026



Sworn and subscribed to on 04/13/2022.

BC PLANNING & ZONING- LEGAL  
Acct#: 983695  
Ad#: 335764  
Action Auto Wholesale, LLC  
Amount of Ad: \$124.88  
Legal File# Z22-000006

### BALDWIN COUNTY PLANNING & ZONING COMMISSION PLANNING AND ZONING DEPARTMENT

Main Office - 251.580.1655  
22251 Palmer St.,  
Robertsdale, AL 36567

Foley Office - 251.972.8523  
201 East Section Ave.,  
Foley, AL 36535

NOTICE OF  
PUBLIC HEARING  
Case #: Z22-000006  
Action Auto Wholesale, LLC  
Property  
Planning District: 33

Notice is hereby given that the Baldwin County Planning & Zoning Commission will conduct a public hearing concerning a request submitted by Daniel Alvare on behalf of Action Auto Wholesale, LLC. The applicant is requesting approval to rezone 1 +/- acre from B-2 - Neighborhood Business to B-3 -General Business. The Parcel Identification Numbers is 05-52-07-26-0-002-009.000.

The public hearing will be conducted during the next regular meeting of Baldwin County Planning & Zoning Commission, which is scheduled for Thursday, May 5, 2022, beginning at 4:00 p.m. at the Baldwin County Central Annex at 22251 Palmer Street, Robertsdale, AL.

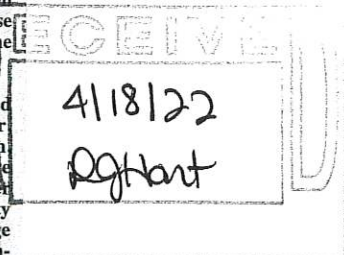
The said application will be considered by the Baldwin County Planning & Zoning Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning and Zoning Department, 22251 Palmer Street in Robertsdale, AL or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application, please contact the Baldwin County Planning and Zoning Department at (251)-580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning  
& Zoning  
22251 Palmer Street  
Robertsdale, AL 36567

You may email your comments to:

Planning@baldwincountyal.gov.  
If you desire to address the Baldwin County Planning and Zoning Commission in person about this application, please attend the public hearing at the time and location listed above.

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability. Persons who require special accommodations under the Americans with Disability Acts or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655.  
April 13, 2022



Planning and Zoning  
Department

# Memo

**To:** Anu Gary, Records Manager  
**From:** DJ Hart  
**Date:** 6/10/2022  
**Re:** Z22-6, Action Auto Wholesale Property

Proof of Advertisement for the Baldwin County Commission Public Hearing on 6/22/2022

---

Anu:

Attached is the original Proof of Publication for the Baldwin County Commission public hearing for case:

**Z22-6, Action Auto Wholesale Property**

The Planning and Zoning Commission meeting was held **Thursday May 5, 2022**.

The County Commission public hearing is scheduled for **Tuesday June 21, 2022**.

Please let me know if you have any questions.

Thank You,

**DJ Hart**



# GULF COAST MEDIA

## Printer Affidavit:

This is to certify the attached advertisement

Appeared in The Courier, The Islander & The Onlooker Issue of Gulf Coast Media.

Publication Date(s):

June 1, 2022

Account # 987101 PO # \_\_\_\_\_

Cost \$ 378.00 Ad # 285451

2226 Action Auto

Bethany Summerlin

Bethany Summerlin  
Sales Representative

Bill To:

BC Planning + Zoning

Mail payments to:

Gulf Coast Media PO Box 1677- Sumter, SC 29151

Sworn to and subscribe before me

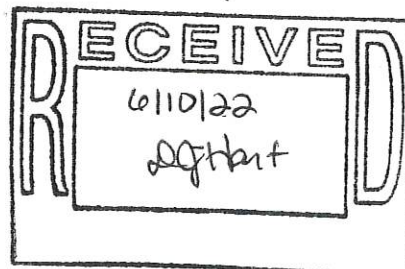
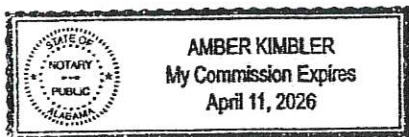
This 1st day of June, 20 22

Amber Kimbler

Amber Kimbler

Notary Public for Alabama

My commission expires on April 11, 2026



## VETS FROM PAGE A1

U.S. Colored Infantry. How they came to be in this historical cemetery, five acres that has sat on Twin Beach Road since 1817 is a mystery. Historical records show where they served and the date they joined the war effort, but little else.

Members of the Sons of Union Veterans of the Civil War spent the days before Memorial Day making sure the men, and others like them in cemeteries sprinkled across Baldwin County, will be honored for their service.

"They honored Lincoln's call to save the Union. That's why we honor these guys," said Wesley Sainz. "The veterans from that era are the same as veterans today. They sacrificed and contributed to the Union effort because they wanted to make sure the United States stayed one country."

Sainz is commander of Alabama's fifth Sons of Union Veterans unit.

ded the Admiral Farragut Camp No. 5. The unit

opened its doors last year

to serve Mobile and the sur-



PHOTOS BY ALISON WARDEN - THEY CAN'T VETUS  
Stuart Ritter, left, of Mobile, and Ian Hantz, right, of Foley, take part in a ceremony to remember Union Civil War veterans. The men are members of the Sons of Union Veterans of the Civil War.

rounding Gulf Coast community. The camp is named in honor of Union Admiral David Glasgow Farragut, who, as a flag officer during the naval battle of Mobile Bay in August 1861, is credited with shouting "Damn the torpedoes! Full speed ahead! Jolly, full speed!" His decision to rush Confederate naval forces led to the defeat of the Confederate ships who controlled Mobile Bay.

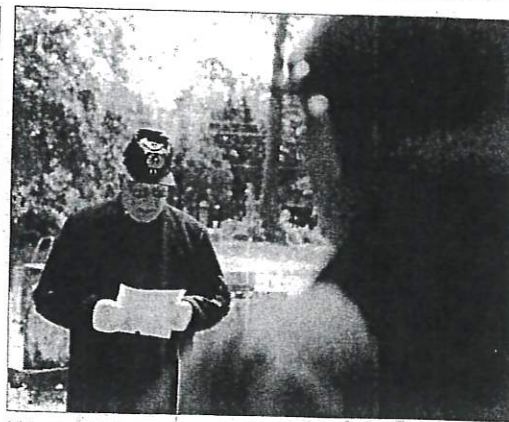
When camp members

visit the graves, they come

dressed in heavy, woolen, period uniforms. Two men flank the gravestone and hold the U.S. flag and the flag of the Sons of the Union Veterans. The unit's chaplain speaks over each man's grave, memorializing their sacrifices and asking for their continued peace at rest. As the ceremony closes, Sainz gently places a U.S. flag in the ground near the stone bearing their name. The group then quietly moves to the next.

Each member of the unit

has to prove their kinship



Bill Morgan, of Fairhope, serves as the chaplain of the local chapter of the Sons of Union Veterans of the Civil War. Here he speaks during a ceremony to recognize Union veterans in honor of Memorial Day.

to a Union veteran to join. Each has a family member who served, some perished in battle. The grave of Sainz's Union veteran ancestor was overgrown and unkempt in a New York cemetery when he found it. He cleared it, noted the GPS coordinates and photographed the stone.

Members of the organization do not just recognize the Union's dead on Memorial Day but work all year to locate graves and research the stories of the men who left for war.

"We want to document their history so that their history can speak to us," Sainz said. "You have to re-

alize this wasn't a foreign war, this wasn't fought on someone else's land. This was fought literally brother to brother in some cases, with families split in half."

The information collected by the units are put into a national database that other ancestors can search. The group's chaplain, Bill Morgan, of Fairhope, belongs to several historical organizations run by ancestors of veterans. He belongs to both the Sons of Union Veterans and the Sons of Confederate Veterans since he had a family member who fought on each side.

Some have jabbed him

about belonging to the opposing groups. Some in jest, others with serious disbelief. Morgan said the history of both is the history of all.

"Without the remembrance of our history we lose our sense of who we are as a people," Morgan said. "I believe it's very important to remember who we are and where we came from, whether you're Southern or Northern. If you are part of this nation you need to remember how you got here and where you came from. We're not here to re-fight the war. The war is over. We're all Americans now."

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**GULF COAST  
MEDIA**

**NOTICE OF PUBLIC HEARING**

NOTICE OF PUBLIC HEARING  
Case #: 222-6  
Action Auto Wholesale Property  
Planning District: 33

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Action Auto Wholesale LLC. The applicant is requesting approval to rezone 1.0 acres +/- from B-2 Neighborhood Business District to B-3 General Business District. The Parcel Identification Number is 05-52-07-26-0-002-009,000.

The public hearing will be conducted during the next regular meeting of Baldwin County Commission, which is scheduled for Tuesday June 21, 2022, beginning at 10:00 a.m. at the Baldwin County Fairhope Satellite Courthouse, County Commission Meeting Chambers-2nd Floor, 1100 Fairhope Ave., Fairhope, AL 36532.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code - 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning and Zoning Department, 22251 Palmer Street in Robertsdale, AL or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application, please contact the Baldwin County Planning and Zoning Department at 251-580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning & Zoning  
22251 Palmer Street  
Robertsdale, AL 36567

You may email your comments to: Planning@baldwincountyal.gov. If you desire to address the Baldwin County Commission in person about this application, please attend the public hearing at the time and location listed above. Public participation is solicited without regard to race, color, national origin, sex, age, religion, or disability. Persons who require special accommodations under the Americans with Disability Act or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655.

**NOTICE OF PUBLIC HEARING**

NOTICE OF PUBLIC HEARING  
Case #: 222-7  
Hendon Property  
Planning District: 26

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Ray Hendon. The applicant is requesting approval to rezone 4.27 acres +/- from RSF-1 Residential Single-Family District to RSF-2 Residential Single-Family District. The Parcel Identification Number is 05-56-03-31-0-000-034,000.

The public hearing will be conducted during the next regular meeting of Baldwin County Commission, which is scheduled for Tuesday June 21, 2022, beginning at 10:00 a.m. at the Baldwin County Fairhope Satellite Courthouse, County Commission Meeting Chambers-2nd Floor, 1100 Fairhope Ave., Fairhope, AL 36532.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code - 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning and Zoning Department, 22251 Palmer Street in Robertsdale, AL or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application, please contact the Baldwin County Planning and Zoning Department at 251-580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning & Zoning  
22251 Palmer Street  
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# GULF COAST MEDIA

PO Box 1677 • Sumter, SC 29150  
GulfCoastMedia.com

The Courier, The Islander  
The Onlooker & The Baldwin Times  
Office: 251-943-2151 • Legals: 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:

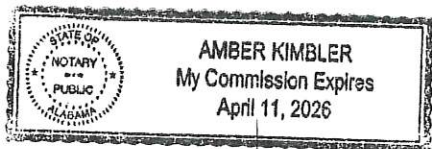
05/25/2022, 06/01/2022, 06/08/2022

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 11, 2026



Sworn and subscribed to on 06/08/2022.

BC PLANNING & ZONING- LEGAL  
Acct#: 983695  
Ad#: 336853  
Action Auto Wholesale  
Amount of Ad: \$351.68  
Legal File# Z22-6

### BALDWIN COUNTY PLANNING & ZONING COMMISSION PLANNING AND ZONING DEPARTMENT

Main Office-251.580.165522251  
Palmer St.,  
Robertsdale, AL 36567

Foley Office - 251.972.8523  
201 East Section Ave.,  
Foley, AL 36535

NOTICE OF  
PUBLIC HEARING  
Case #: Z22-6  
Action Auto Wholesale  
Property Planning  
District: 33

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Action Auto Wholesale LLC. The applicant is requesting approval to rezone 1.0 acres+/- from B-2 Neighborhood Business District to B-3 General Business District. The Parcel Identification Number is 05-52-07-26-0-002-009.000.

The public hearing will be conducted during the next regular meeting of Baldwin County Commission, which is scheduled for Tuesday June 21, 2022, beginning at 10:00 a.m. at the Baldwin County Fairhope Satellite Courthouse, County Commission Meeting Chambers-2nd Floor, 1100 Fairhope Ave., Fairhope, AL. 36532.

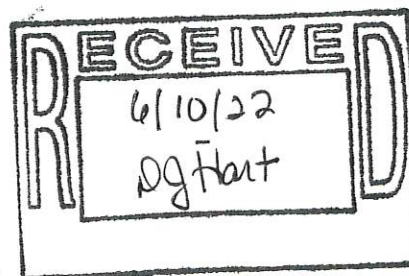
The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning and Zoning Department, 22251 Palmer Street in Robertsdale, AL or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application, please contact the Baldwin County Planning and Zoning Department at 251-580-1655. If you desire to submit written comments, please address your correspondence to:

### Baldwin County Planning & Zoning

22251 Palmer Street  
Robertsdale, AL 36567

You may email your comments to:  
Planning@baldwincountyal.gov.  
If you desire to address the Baldwin County Commission in person about this application, please attend the public hearing at the time and location listed above. Public participation is solicited without regard to race, color, national origin, sex, age, religion, or disability. Persons who require special accommodations under the Americans with Disability Act or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655.

May 25; June 1-8, 2022



Z22-6 LEGAL DESCRIPTION

175'(S) X 210'(S) IRR LOTS 13-18 BLK 33 AND THE E1/2 OF VACATED SIEGFRIED ST

MB1 PG92 MS BK5 PG171-172 TOWN OF LILLIAN

SEC 26-T7S-R6E (CORR WD) IN# 1468090 IN# 1571432 IN# 1571435





# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1087, **Version:** 1

**Item #:** DR2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/21/2022

**Item Status:** New

**From:** Celena Boykin, Senior Planner

**Submitted by:** Celena Boykin, Senior Planner

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### **ITEM TITLE**

Case No. Z22-7 - Herndon Property Rezoning

### **STAFF RECOMMENDATION**

Adopt Resolution #2022-091, which approves Case Z22-7, Herndon Property Rezoning, as it pertains to the rezoning of 4.27 acres, more or less, as located in Planning (Zoning) District 26, from RSF-1, Single Family District to RSF-2, Single Family District.

### **BACKGROUND INFORMATION**

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

**Background:** The subject request involves 4.27 acres. The current zoning designation is RSF-1, Single Family District and the requested zoning designation is RSF-2, Single Family District for the purpose of creating a family division of land.

The Planning Commission recommended approval at their May 5, 2022, meeting.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

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

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

### **LEGAL IMPACT**

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

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** Yes

**If the proof of publication affidavit is not attached, list the reason:** 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 Administration

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

Send notice of action to the following:

Mr. Ray Herndon  
17861 S Section St.  
Fairhope, Alabama 36532

planning@baldwincountyal.gov

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

# 8.D) Z22- 7 HERNDON PROPERTY

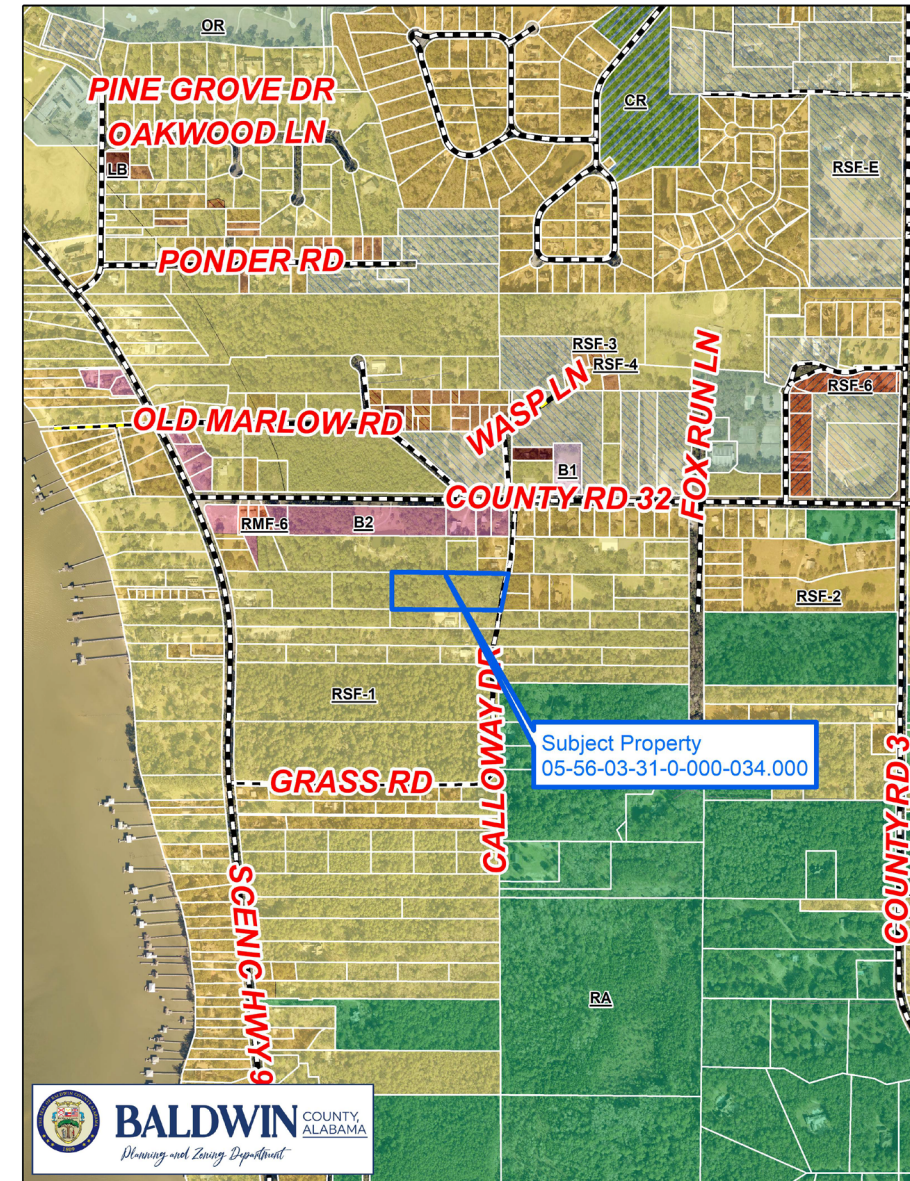
Lead Staff: Celena Boykin, Senior Planner

Request before Planning Commission:

**Rezone 4.27+/- acres From RSF-1 to RSF-2**

To view maps/plats in higher resolution  
please visit the "Upcoming Items" Planning  
and Zoning webpage:

[https://baldwincountyal.gov/departments/  
planning-zoning/meeting-agenda](https://baldwincountyal.gov/departments/planning-zoning/meeting-agenda)



## 8.D) Z22-7 HERNDON PROPERTY

Lead Staff: Celena Boykin, Senior Planner

**Planning District:** 26

**Zoned:** RSF-1, Single Family District

**Location:** Subject property is located south of County Rd 32 and west of Calloway Dr

**Current Use:** Vacant

**Acreage:** 4.27 +/- acres

**Physical Address:** NA

**Applicant:** Ray Herndon

**Owner:** Same

**Proposed Zoning:** RSF-2, Single Family district

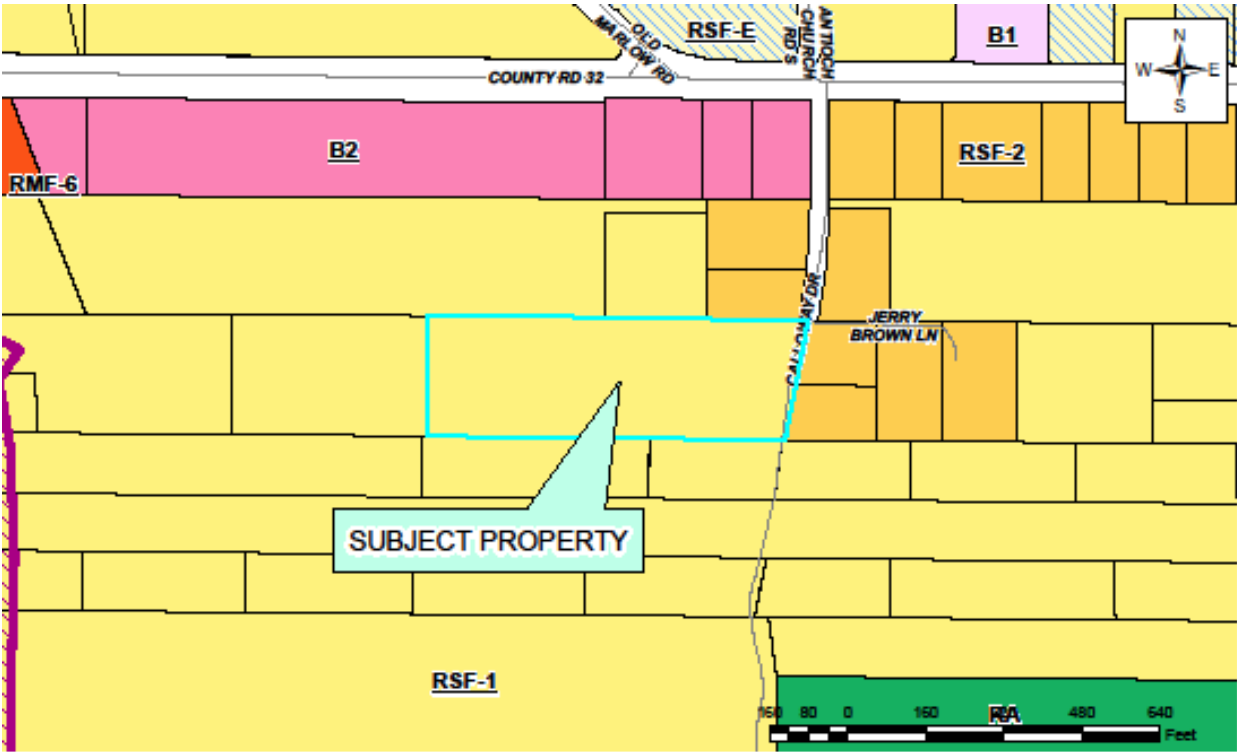
**Proposed Use:** Divide Property

**Applicant's Request:** To have lots with 80' frontage to a depth of 200'.

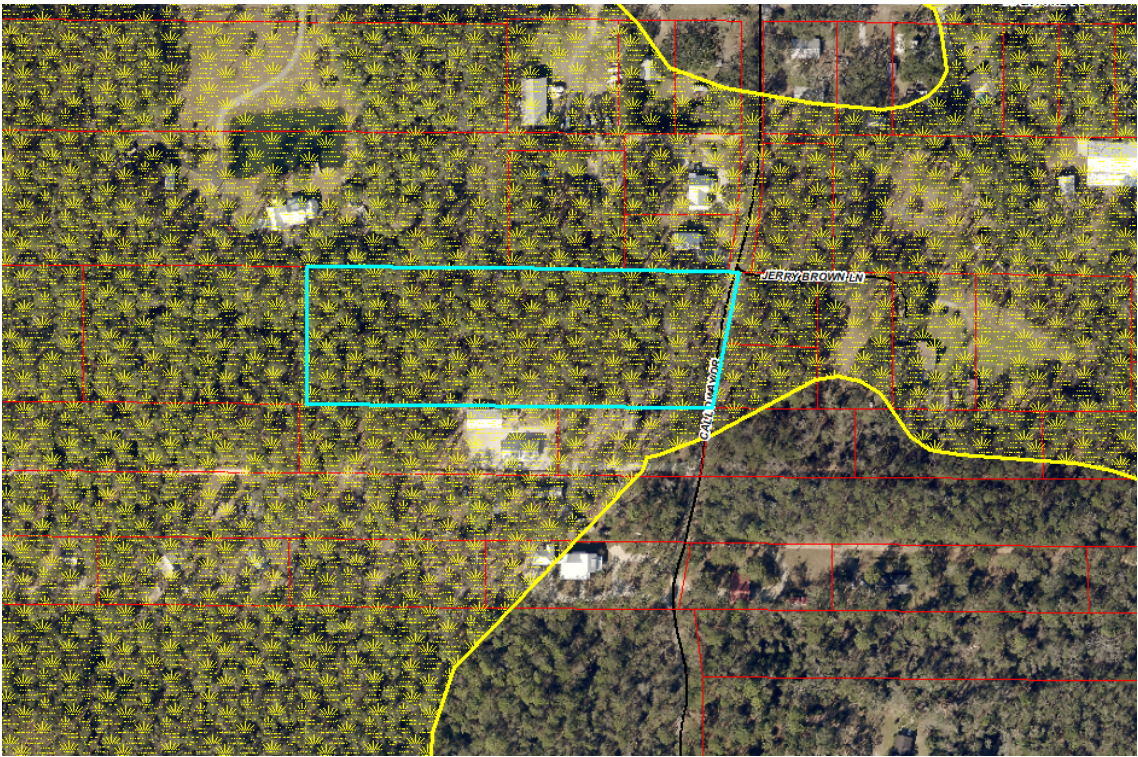
**Online Case File Number:** The official case number for this application is Z22-7, however, when searching online CitizenServe database, please use Z22-000007.



# Locator Map



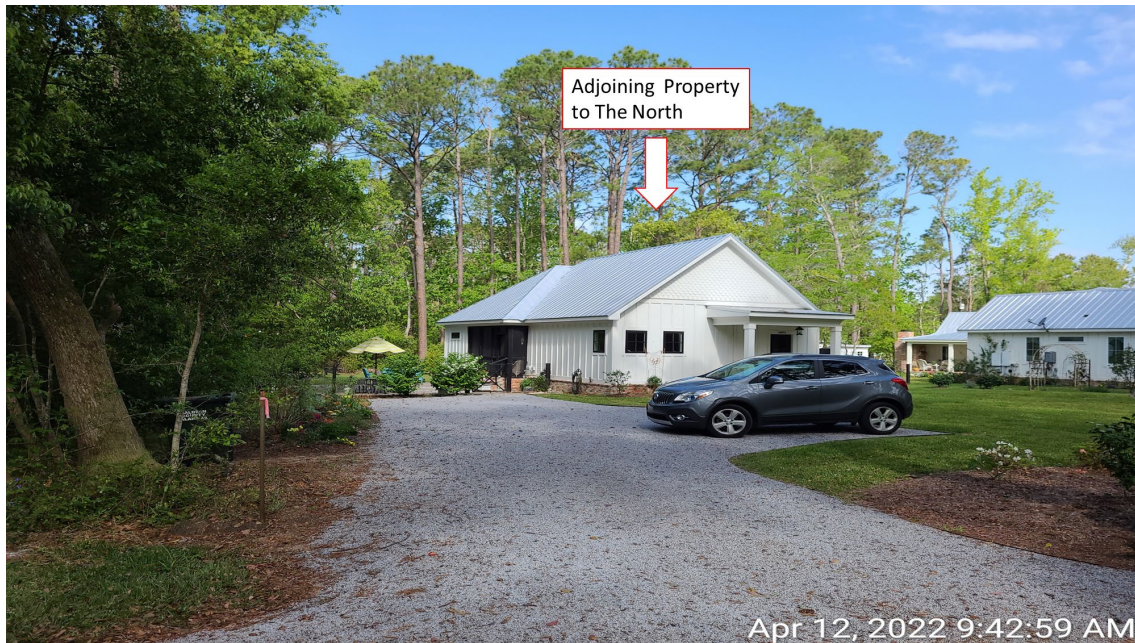
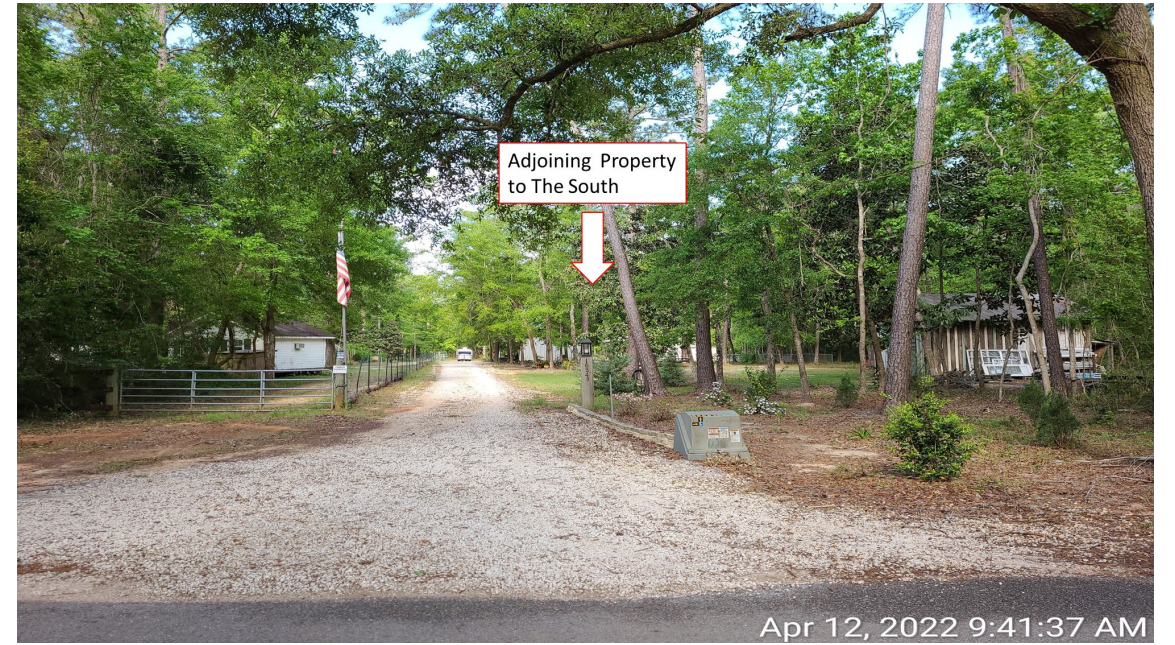
# Site Map



	Adjacent Zoning	Adjacent Land Use
North	RSF-1 and RSF-2, Residential Single Family	Residential
South	RSF-1, Residential Single Family	Residential
East	RSF-2, Residential Single Family	Vacant
West	RSF-1, Residential Single Family	Residential



# Property Images





# Current Zoning Requirements

## Section 4.2 RSF-1, Single Family District

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

4.2.2 *Permitted uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).
- (c) The following agricultural uses: Silviculture.
- (d) Single family dwellings including manufactured housing and mobile homes.
- (e) Accessory structures and uses.

- (f) The following institutional use: church or similar religious facility.

4.2.3 *Commission Site Plan Approval.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed by the site plan approval process:

- (a) Outdoor recreation uses.
- (b) The following institutional uses: day care home; fire station; school (public or private).
- (c) The following general commercial uses: country club.
- (d) The following local commercial use: bed and breakfast or tourist home (see *Section 13.11: Bed and Breakfast Establishments*).

4.2.4 *Special exception.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following use and structures designed for such use may be allowed as a special exception: Not Applicable

4.2.5 *Area and dimensional ordinances.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8: Highway Construction Setbacks*, *Section 18.4 Variances*, and *Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35-Feet
Maximum Height in Habitable Stories	2 1/2
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	30,000 Square Feet
Minimum Lot Width at Building Line	100-Feet
Minimum Lot Width at Street Line	50-Feet
Maximum Ground Coverage Ratio	.35

# Proposed Zoning Requirements

## Section 4.3 RSF-2, Single Family District

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

4.3.2 *Permitted uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).
- (c) The following agricultural uses: Silviculture.
- (d) Single family dwellings including manufactured housing and mobile homes.
- (e) Accessory structures and uses.
- (f) The following institutional use: church or similar religious facility.

4.3.3 *Commission Site Plan Approval.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed by the site plan approval process:

- (a) Outdoor recreation uses.
- (b) The following institutional uses: day care home; fire station; school (public or private).
- (c) The following general commercial uses: country club.
- (d) The following local commercial use: bed and breakfast or tourist home (see *Section 13.11: Bed and Breakfast Establishments*).

4.3.4 *Special exception.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following use and structures designed for such use may be allowed as a special exception: Not Applicable

4.3.5 *Area and dimensional ordinances.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8: Highway Construction Setbacks*, *Section 18.4 Variances*, and *Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35-Feet
Maximum Height in Habitable Stories	2 1/2
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	15,000 Square Feet
Minimum Lot Width at Building Line	80-Feet
Minimum Lot Width at Street Line	40-Feet
Maximum Ground Coverage Ratio	.35



# Staff Analysis and Findings

## **1.) Is the requested change compatible with the existing development pattern and the zoning of nearby properties?**

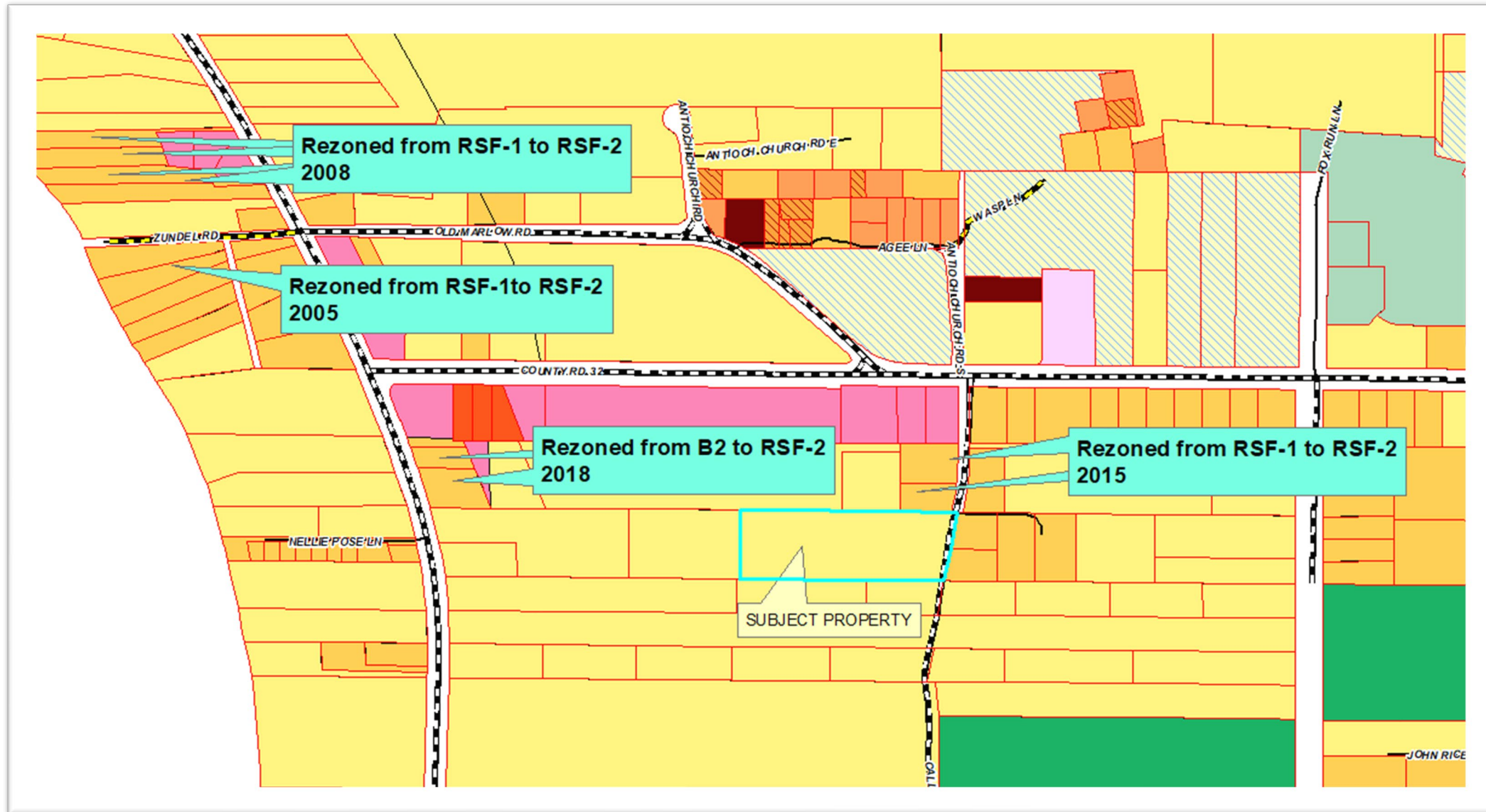
The subject property is currently zoned RSF-1 , Single Family District, and is undeveloped. The adjacent properties are zoned RSF-1 and RSF-2, Single Family District. The adjacent uses are residential or vacant.

Staff feels that the requested change is compatible with the east half that fronts Calloway Dr. but not the parcel as a whole. Only rezoning part of the parcel that fronts Calloway Dr. seems consistent with other parcels that are zoned RSF-2 in the area. Also, stated below in agency comments by the Highway Department, there is a concern with subdividing, "Calloway Drive does not meet the width requirements required within the subdivision regulations. The developer would be required to improve the roadway to the site entrances or frontage. The right-of-way also does not appear to meet the requirements for subdividing." The applicant could apply for an exempt subdivision.

## **2.) Has there been a change in the conditions upon which the original zoning designation was based? Have land uses or conditions changed since the zoning was established?**

Planning District 26 zoning map was adopted in September 1993. At that time, the property was zoned RSF-1, Single Family District. There have been very few rezonings in the area, the adjacent property to the north was originally zoned RSF-1 and was rezoned to RSF-2.

# Staff Analysis and Findings



# Staff Analysis and Findings

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

A future land use designation of Residential is provided for the subject property. This category is provided for residential dwelling units including single family dwellings, two family (duplex) dwellings, multiple family dwellings, manufactured homes, manufactured housing parks and Planned Residential Developments. Institutional uses, recreational uses and limited neighborhood commercial uses may be included subject to the provisions of the Zoning Ordinance. To the greatest extent possible, residential areas should be accessible to major thoroughfares connecting with work areas, shopping areas and recreational areas. Zoning designations may include RR, RA, CR, RSF-E, RSF-1, RSF-2, RSF-3, RSF-4, RSF-6, RTF-4, RTF-6, RMF-6, HDR, RMH and PRD. Approval of the requested rezoning will not require a change to the Future Land Use Map.

## **4.) Will the proposed change conflict with existing or planned public improvements?**

Staff is unaware of any planned public improvements.

## **5.) Will the proposed change adversely affect traffic patterns or congestion?**

Per the Federal Highway Administration, the functional classification of Calloway Dr. is local. They are not intended for use in long distance travel, except at the origin or destination end of the trip, due to their provision of direct access to abutting land. Bus routes generally do not run on Local Roads. They are often designed to discourage through traffic. As public roads, they should be accessible for public use throughout the year.

## Staff Analysis and Findings

**6.) Is the proposed amendment consistent with the development patterns in the area and appropriate for orderly development of the community? The cost of land or other economic considerations pertaining to the applicant shall not be a consideration in reviewing the request.**

The primary surrounding land uses are residential or vacant. As stated above in Standard 1; Staff feels that the requested change is compatible with the east half that fronts Calloway Dr. but not the parcel as a whole. Only rezoning part of the parcel that fronts Calloway Dr. seems consistent with other parcels that are zoned RSF-2 in the area. Also, stated below in agency comments by the Highway Department, there is a concern with subdividing, "Calloway Drive does not meet the width requirements required within the subdivision regulations. The developer would be required to improve the roadway to the site entrances or frontage. The right-of-way also does not appear to meet the requirements for subdividing." The applicant could apply for an exempt subdivision.

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

Adjacent properties to the north and east are zoned RSF-2 which is the requested designation for the subject property. This RSF-2 was also requested in order to subdivide the parent parcel.



## Staff Analysis and Findings

**8.) Is the timing of the request appropriate given the development trends in the area?**

Staff believes that timing is not an issue.

**9.) Will the proposed change adversely impact the environmental conditions of the vicinity or the historic resources of the County?**

Staff is unaware of any environmental conditions or historic resources that would be adversely impacted by this request. The Alabama Department of Environmental Management (ADEM) provided no comments. 1.35 acres have been identified as wetlands on the subject property.

**10.) Will the proposed change adversely affect the health, safety and welfare of the County and the vicinity?**

Staff anticipates no adverse impacts.

**11.) Other matters which may be appropriate.**





Via E-Mail: raybob@bellsouth.net

January 31, 2022

Ray Herndon  
7593 County Road 32  
Fairhope, AL 36532-5575

Re: Wetland Assessment Report  
PIN 12957, Fairhope, Baldwin County, AL  
WSI Project # 2021-968

Dear Mr. Herndon,

As requested, Wetland Sciences, Inc. has completed a flagged wetland determination within a 4.27 acre parcel of property located along the south side of County Road 32 in Fairhope, Baldwin County, Alabama. The subject property is identified by the Baldwin County Property Appraiser by PIN 12957. During this assessment, Wetland Sciences, Inc. identified and located a wetland complex proximal to the western (rear) property line (see attached sketch).

This complex will fall under the regulatory jurisdiction of the US Army Corps of Engineers (Corps) under Section 404 of the Clean Water Act and City of Fairhope pursuant to Ordinance No. 1370. Additionally, the City of Fairhope will require a natural 20' buffer offset from the wetlands. The wetland may fall under the regulatory jurisdiction of the Alabama Department of Environmental Management under their Coastal Zone Management Plan.

The wetland boundaries shown on the attached sketch were delineated in accordance with the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (Federal - Corps). The wetland boundary was identified in the field by progressively locating points along the upland/wetland boundary at 15-20-ft. intervals or corresponding with directional changes with the boundary. Each point was identified and located by an experienced wetland scientist. Pink flags were placed at each point clearly marked "Wetland Delineation". Each flagged point also contains specific alpha numeric designator for later tracking of its location. Wetland Sciences, Inc. used a Trimble GeoXT GPS system to locate each point. Data was collected using Trimble's TerraSync Professional Software with further data refinement using Trimble's Pathfinder Professional Software. Please keep in mind that there are many variables that affect the accuracy of the GPS data used to generate the attached sketch. This sketch should be considered approximate unless verified by a survey or other appropriate means.

Please be advised that various development activities within the jurisdictional wetlands, such as filling, mechanical land-clearing, and construction of some piling supported structures will require permitting from the United States Army Corps of Engineers, ADEM, and City of Fairhope.

This concludes our report. Be advised, the information presented within this report represents the professional opinion of the scientist that performed the work and is intended to furnish the client with a rough approximation of the status of wetland resources on the site under consideration. It is the

responsibility of the regulatory agencies to verify our approximation before this determination can be considered legally binding.

Finally, I have included a statement of our firm for services rendered and expenses incurred associated with this effort. If you find this statement in order, please place it in line for payment.

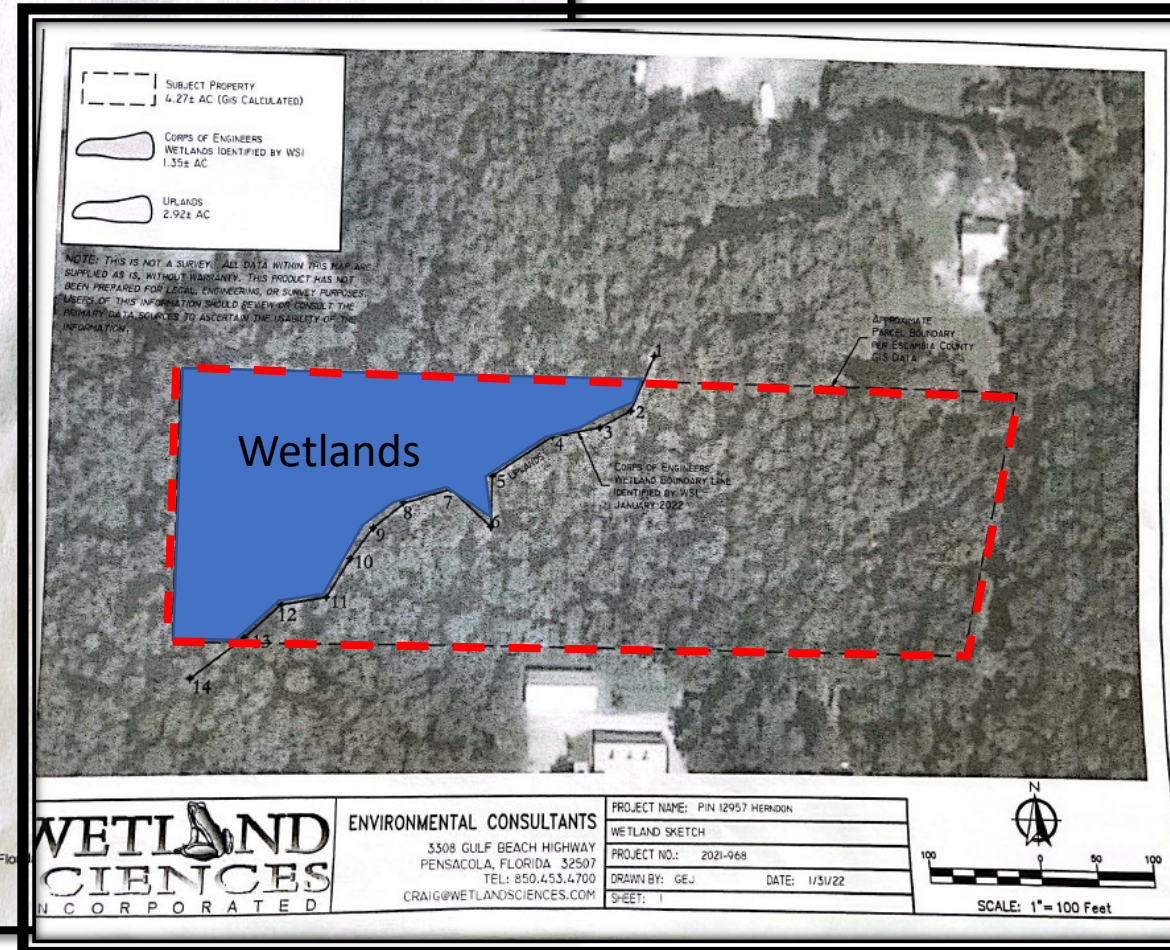
If you have any questions, please do not hesitate to me at (850) 453-4700.

Respectfully,

WETLAND SCIENCES, INC.

Craig D. Martin  
Environmental Scientist

Enclosures: As indicated





# Agency Comments

**ALDOT, Michael Smith:** No Comments

**ADEM, Scott Brown:** No Comments

## **Baldwin County Highway Department – Weesie Jeffords:**

- a. Calloway Drive does not meet the width requirements required within the subdivision regulations. The developer would be required to improve the roadway to the site entrances or frontage. The right-of-way also does not appear to meet the requirements for subdividing.
- b. Drainage will be reviewed during preliminary plat technical review prior to any subdivision approval.

## **Baldwin County Subdivision– Mary Booth:**

- a. Applicant will need to submit a sketch plan application via Citizenserve Portal, to be followed up by a pre-app meeting and will need to comply with current subdivision regulations and zoning ordinance when submitting subdivision applications.
- b. Concur with Hwy comments.

# 8.D) Z22- 7 HERNDON PROPERTY

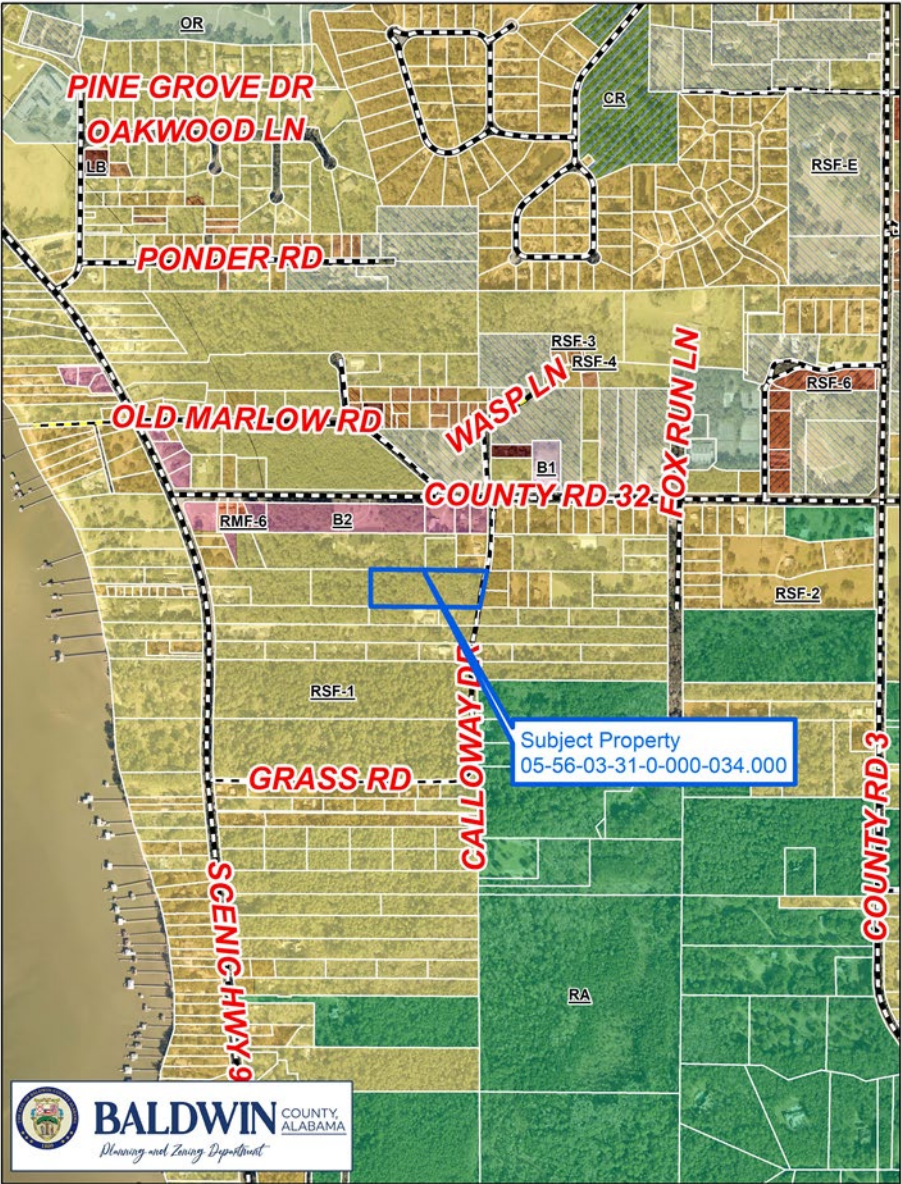
Lead Staff: Celena Boykin,  
Senior Planner

Current Zoning:  
Single Family  
(RSF-1)

Requested Zoning:  
Single Family (RSF-2)



- Rural
- Single Family
- Multi-Family
- Resort/RV
- Businesses
- Major Commercial
- Industrial



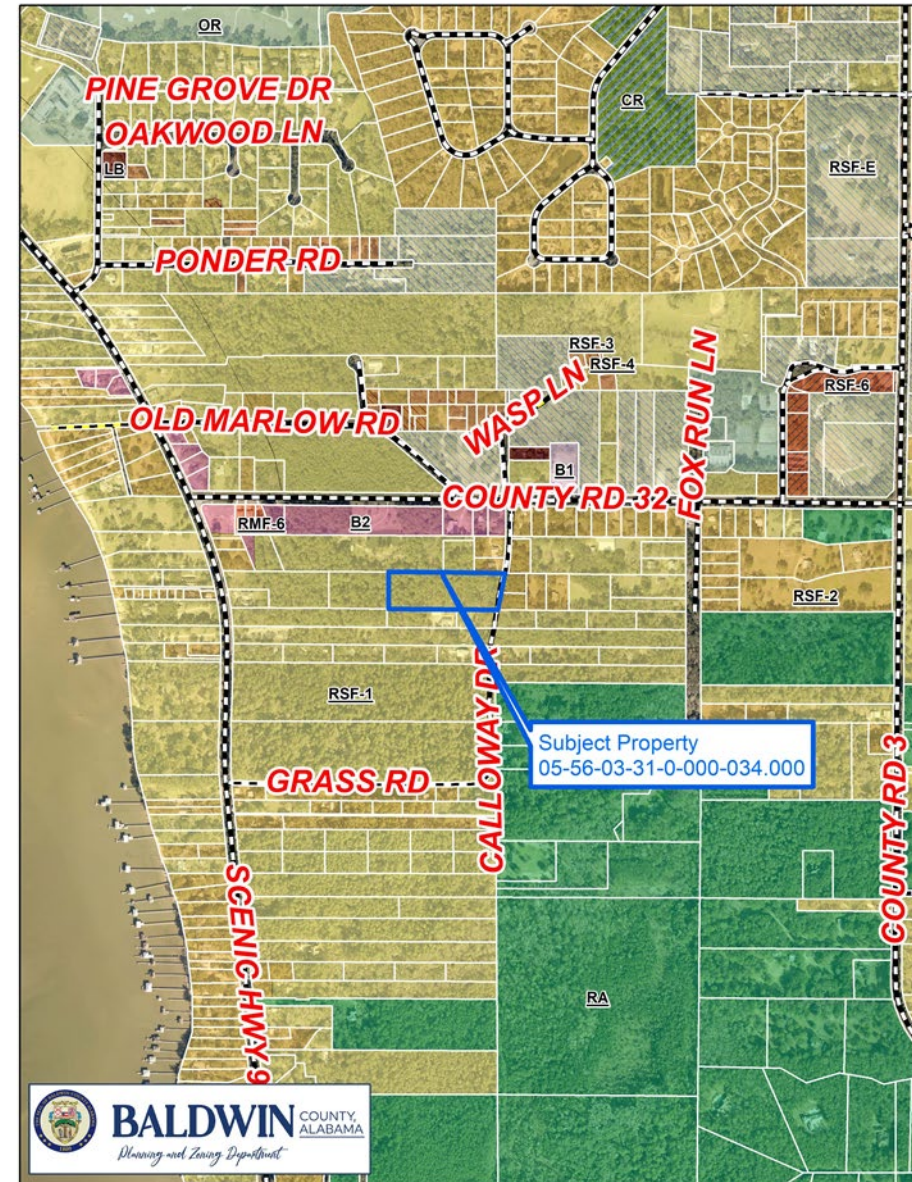


# 8.D) Z22- 7 HERNDON PROPERTY

Lead Staff: Celena Boykin,  
Senior Planner

## Staff's Summary and Comments:

As stated previously, the subject property is currently zoned RSF-1, Single Family District, and is currently vacant. The property adjoins Calloway Dr. The adjoining properties are residential and vacant. The requested zoning designation is RSF-2, Single Family District. According to the submitted information, the purpose of this request is to subdivide the property. If the property is rezoned, the applicant will have to get subdivision approval also. Staff has concerns with rezoning the whole parcel but feels that only rezoning the front half is more compatible with the area.



# 8.D) Z22- 7 HERNDON PROPERTY

Lead Staff: Celena Boykin, Senior Planner

## Staff's Recommendation:

Unless information to the contrary is revealed at the public hearing, staff feels this rezoning application should be recommended for **Denial**.\*

*\*On rezoning applications, the Planning Commission will be making a recommendation to the County Commission.*

STATE OF ALABAMA

COUNTY OF BALDWIN

RESOLUTION # 2022-091

DETERMINATION OF THE BALDWIN COUNTY COMMISSION, REGARDING **CASE No. Z22-7 Herndon PROPERTY** SUCH DETERMINATION AS AUTHORIZED PURSUANT TO SECTION 45-2-261 THROUGH SECTION 45-2-261.18, CODE OF ALABAMA (1975).

**WHEREAS**, Ray Herndon has petitioned the Baldwin County Commission to rezone certain property, in Planning (Zoning) District No. 26, for property identified herein and described as follows:

245' X 778'(S) WILLIAM HALL SURVEY PB"G" PG271 FM SE COR OF  
LOT 8, RUN TH W 1184' FOR POB TH RUN N 245', TH E 778'(S), T  
H SW 250'(S), TH E 730'(S) TO POB BEING IN LOT 8 WILLIAM HAL  
L SURVEY GR SEC 31-T7S-R2E (WD) IN#609850

Otherwise known as tax parcel number, **05-56-03-31-0-000-034.000** as found in the office of the Revenue Commissioner of Baldwin County, Alabama; and

**WHEREAS**, the petitioner has requested that the property herein identified be rezoned from RSF-1, Single Family District, to RSF-2, Single Family District, and

**WHEREAS**, the Baldwin County Planning and Zoning Commission held a public hearing on May 5, 2022 and voted to recommend **Denial** of the rezoning request; and

**WHEREAS**, the Baldwin County Commission held a public hearing on June 21, 2022; and

**WHEREAS**, the requirements of SECTION 45-2-261 THROUGH SECTION 45-2-261.18, CODE OF ALABAMA (1975), regarding procedures to consider this rezoning request, which would affect the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 26 Official Map, have been met; now therefore

**BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED**, That the petitioner's request to rezone the property (Case No. Z22-7, Herndon Property) as herein identified and described and as found within the confines of Planning (Zoning) District No.26 from RSF-1, Single Family District, to RSF-2, single Family District, which amends the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 26 Official Map, is hereby **APPROVED**.

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the **21<sup>st</sup>** day of **June 2022**.

---

Commissioner James E. Ball, Chairman

ATTEST

---

Ronald J. Cink, Interim County Administrator



Greg Seibert made a motion to recommend denial based on the danger to the intersection of US Highway 98 and County Road 91 and the issue of compatibility with the density of this development vs. the rest of the area. Bill Booher seconded. All members voted aye. **Motion to recommend denial of Case Z22-5 Swift Land & Timber LLC Property based on the danger to the intersection of US Highway 98 and County Road 91 and the issue of compatibility with the density of this development vs. the rest of the area carries on a vote of 6-0.**

**c.) Case Z22-6 Action Auto Wholesale Property**

Request to rezone approximately 1.00 acres from B-2 to B-3 to allow used car sales and a tire shop on the property. The subject property is located at 34382 US Highway 98 in Planning District 33.

Matthew Brown presented the case and reported recommendation of approval by staff. There was no one signed up to speak in favor or opposition of the request. Michael Mullek made a motion to recommend approval. Robert Davis seconded the motion. All members voted aye. **Motion to recommend approval of Case Z22-6 Action Auto Wholesale Property rezoning request from B-2 to B-3 carries on a vote of 6-0.**

**d.) Case Z22-7 Herndon Property**

Request to rezone approximately 4.27 acres from RSF-1 to RSF-2 to allow lots with 80' frontage to a depth of 200'. The subject property is located south of County Road 32, west of Calloway Drive in Planning District 26.

Celena Boykin presented the case and reported recommendation of approval by staff with conditions and answered questions. Applicant Ray Herndon addressed the commission and answered questions. William Omeara spoke in opposition. Mrs. Boykin reported numerous letters and calls in opposition. Mr. Brown, and Weesie Jeffords answered commission questions.

Bill Booher made a motion to recommend denial based on the density in the area. Michael Mullek seconded the motion. All members voted aye. **Motion to recommend denial of Case Z22-7 Herndon Property rezoning from RSF-1 to RSF-2 based on the density carries on a vote of 6-0.**

**e.) Case Z22-8 Vasut Properties**

Request to rezone approximately 39 acres from RA to RSF-4 to allow development of a residential subdivision. The subject property is located on the west side of State Highway 59 south of Thompson Road in Planning District 12.

Celena Boykin presented the request and reported recommendation of approval by staff and answered questions. Ercil Godwin was present to represent the applicant. Greg Nave spoke in opposition.

Daniel Nance made a motion to recommend approval for the rezoning request to County Commission. Greg Seibert seconded the motion. Michael Mullek voted nay. All other members voted aye. **Motion to recommend approval for Case Z22-8 Vasut Property rezoning request from RA to RSF-4 carries on a vote of 5-1.**

**f.) Case Z22-9 Bertolla Properties LLC Property**



BALDWIN COUNTY PLANNING & ZONING COMMISSION

Voting Sheet

**Z-22-7**

**Herndon Property**

**5-5-2022**

MOTION:	TO RECOMMEND DENIAL BASED ON THE DENSITY IN THE AREA
MADE BY:	BILL BOOHER
2 <sup>ND</sup> BY:	MICHAEL MULLEK

MEMBER	IN FAVOR OF MOTION	OPPOSED TO MOTION
Steven Pumphrey	-	-
Daniel Nance	X	
Brandon Bias	-	
Robert Davis	X	
Plumer Tonsmeire	-	
Jason Padgett	X	
Michael Mullek	X	
Greg Seibert	X	
Bill Booher	X	
Jamie Strategier	-	
<u><b>VOTE TOTAL</b></u>	6	0

MOTION TO RECOMMEND DENIAL CARRIES ON A VOTE OF 6-0

Planning and Zoning  
Department

# Memo

**To:** Anu Gary, Records Manager  
**From:** DJ Hart  
**Date:** 6/10/2022  
**Re:** Z22-7, Herndon Property

Proof of Advertisement for the Baldwin County Planning and Zoning Commission Public Hearing on 5/5/2022

---

Anu:

Attached is the original Proof of Publication for the Baldwin County Planning and Zoning Commission public hearing for case:

**Z22-7, Herndon Property**

The Planning and Zoning Commission meeting was held **Thursday May 5, 2022**.

The County Commission public hearing is scheduled for **Tuesday June 21, 2022**.

Please let me know if you have any questions.

Thank You,

**DJ Hart**

# GULF COAST MEDIA

PO Box 1677 • Sumter, SC 29150  
GulfCoastMedia.com

The Courier, The Islander  
The Onlooker & The Baldwin Times  
Office: 251-943-2151 • Legals: 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:

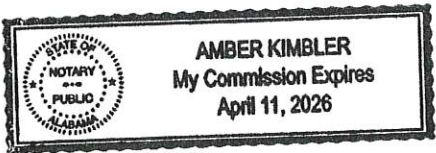
04/13/2022

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 11, 2026



Sworn and subscribed to on 04/13/2022.

BC PLANNING & ZONING- LEGAL  
Acct#: 983695  
Ad#: 335765  
Herndon Property/Parcel #-034.000 (last of the numbers)  
Amount of Ad: \$121.64  
Legal File# #: Z22-000007

**BALDWIN COUNTY  
PLANNING & ZONING  
COMMISSION  
PLANNING AND ZONING  
DEPARTMENT**

Main Office - 251.580.1655  
22251 Palmer St.,  
Robertsdale, AL 36567

Foley Office - 251.972.8523  
201 East Section Ave.,  
Foley, AL 36535

**NOTICE OF  
PUBLIC HEARING**  
Case #: Z22-000007  
Herndon Property  
Planning District: 26

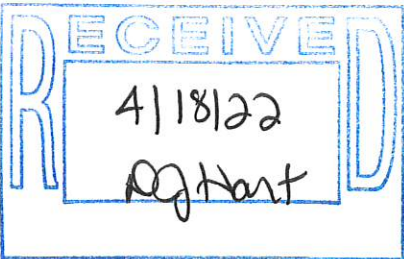
Notice is hereby given that the Baldwin County Planning & Zoning Commission will conduct a public hearing concerning a request submitted by Ray Herndon. The applicant is requesting approval to rezone 4.27 +/- acre from RSF-1, Residential Single Family to RSF-2, Residential Single Family. The Parcel Identification Numbers is 05-56-03-31-0-000-034.000.

The public hearing will be conducted during the next regular meeting of Baldwin County Planning & Zoning Commission, which is scheduled for Thursday, May 5, 2022, beginning at 4:00 p.m. at the Baldwin County Central Annex at 22251 Palmer Street, Robertsdale, AL.

The said application will be considered by the Baldwin County Planning & Zoning Commission pursuant to Alabama Code-45-2-261. The application materials are available for public review at the office of the Baldwin County Planning and Zoning Department, 22251 Palmer Street in Robertsdale, AL or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application, please contact the Baldwin County Planning and Zoning Department at (251)-580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning  
& Zoning  
22251 Palmer Street  
Robertsdale, AL 36567

You may email your comments to:  
Planning@baldwincountyal.gov.  
If you desire to address the Baldwin County Planning and Zoning Commission in person about this application, please attend the public hearing at the time and location listed above. Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability. Persons who require special accommodations under the Americans with Disability Acts or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655.  
April 13, 2022



Planning and Zoning  
Department

# Memo

**To:** Anu Gary, Records Manager  
**From:** DJ Hart  
**Date:** 6/10/2022  
**Re:** Z22-7, Herndon Property

Proof of Advertisement for the Baldwin County Commission Public Hearing on 6/21/2022

---

Anu:

Attached is the original Proof of Publication for the Baldwin County Commission public hearing for case:

**Z22-7, Herndon Property**

The Planning and Zoning Commission meeting was held **Thursday May 5, 2022.**

The County Commission public hearing is scheduled for **Tuesday June 21, 2022.**

Please let me know if you have any questions.

Thank You,

**DJ Hart**



# GULF COAST MEDIA

PO Box 1677 • Sumter, SC 29150  
GulfCoastMedia.com

The Courier, The Islander  
The Onlooker & The Baldwin Times  
Office: 251-943-2151 • Legals: 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:

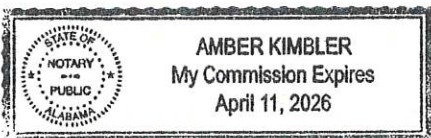
05/25/2022, 06/01/2022, 06/08/2022

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 11, 2026



Sworn and subscribed to on 06/08/2022.

BC PLANNING & ZONING- LEGAL  
Acct#: 983695  
Ad#: 336854  
Herndon Property Planning  
Amount of Ad: \$348.44  
Legal File# Z22-7

### BALDWIN COUNTY PLANNING & ZONING COMMISSION PLANNING AND ZONING DEPARTMENT

Main Office-251.580.1655  
22251 Palmer St.,  
Robertsdale, AL 36567

Foley Office - 251.972.8523  
201 East Section Ave.,  
Foley, AL 36535

NOTICE OF  
PUBLIC HEARING  
Case #: Z22-7  
Herndon Property Planning  
District: 26

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Ray Herndon. The applicant is requesting approval to rezone

4.27 acres+/- from RSF-1 Residential Single-Family District to RSF-2 Residential Single-Family District. The Parcel Identification Number is 05-56-03-31-0-000-034.000.

The public hearing will be conducted during the next regular meeting of Baldwin County Commission, which is scheduled for Tuesday June 21, 2022, beginning at 10:00 a.m. at the Baldwin County Fairhope Satellite Courthouse, County Commission Meeting Chambers-2nd Floor, 1100 Fairhope Ave., Fairhope, AL 36532.

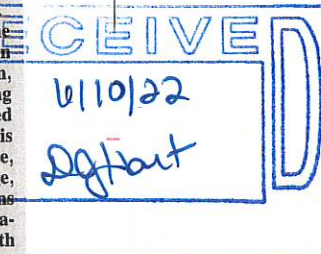
The said application will be considered by the Baldwin County Commission pursuant to Alabama Code- 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning and Zoning Department, 22251 Palmer Street in Robertsdale, AL or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application, please contact the Baldwin County Planning and Zoning Department at 251-580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning  
& Zoning  
22251 Palmer Street  
Robertsdale, AL 36567

You may email your comments to:

Planning@baldwincountyal.gov  
If you desire to address the Baldwin County Commission in person about this application, please attend the public hearing at the time and location listed above. Public participation is solicited without regard to race, color, national origin, sex, age, religion, or disability. Persons who require special accommodations under the Americans with Disability Act or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655.

May 25; June 1-8, 2022



# GULF COAST MEDIA

## Printer Affidavit:

This is to certify the attached advertisement

Appeared in The Courier, The Islander & The Onlooker Issue of Gulf Coast Media.

Publication Date(s):

June 1, 2022

Account # 987101 PO # \_\_\_\_\_

Cost \$ 378.00 Ad # 285449

222-7 Herndon Property

Bethany Summerlin

Bethany Summerlin  
Sales Representative

Bill To:

Baldwin County Planning & Zoning

Mail payments to:

Gulf Coast Media PO Box 1677- Sumter, SC 29151

Sworn to and subscribe before me

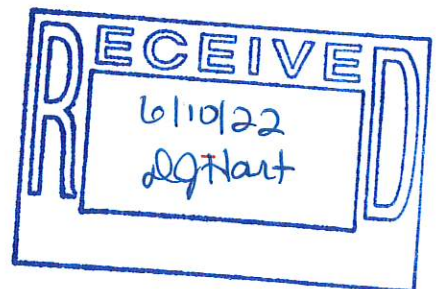
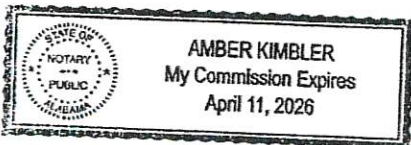
This 14 day of June, 20 22

Amber Kimbler

Amber Kimbler

Notary Public for Alabama

My commission expires on April 11, 2026





## VETS FROM PAGE A1

US Colored Infantry. How they came to be in this historical cemetery, five acres that has sat on Twin Beach Road since 1817 is a mystery. Historical records show where they served and the date they joined the war effort, but little else.

Members of the Sons of Union Veterans of the Civil War spent the days before Memorial Day making sure the men, and others like them in cemeteries sprinkled across Baldwin County, will be honored for their service.

"They honored Lincoln's call to save the Union, that's why we honor these guys," said Wesley Sainz. "The veterans from that era are the same as veterans today. They sacrificed and contributed to the Union effort because they wanted to make sure the United States stayed one country." Sainz is commander of Alabama's fifth Sons of Union Veterans unit, dubbed the Admiral Farragut Camp No. 5. The unit opened its doors last year to

serve Mobile and the sur-

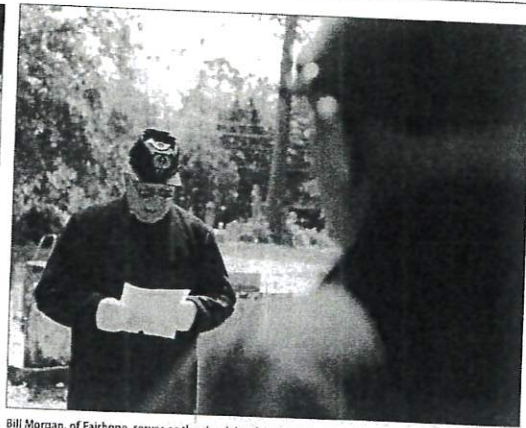


Stuart Ritter, left, of Mobile, and Ian Hantz, right, of Foley, take part in a ceremony to remember Union Civil War veterans. The men are members of the Sons of Union Veterans of the Civil War.

rounding Gulf Coast community. The camp is named in honor of Union Admiral David Glasgow Farragut, who, as a flag officer during the naval battle of Mobile Bay in August 1864, is credited with shouting, "Damn the torpedoes! Full speed ahead! Full speed ahead! Full speed ahead!" His decision to rush Confederate naval forces led to the defeat of the Confederate ships who controlled Mobile Bay.

When camp members visit the graves, they come

dressed in heavy, woolen, period uniforms. Two members flank the gravestone and hold the U.S. flag and the flag of the Sons of the Union Veterans. The unit's chaplain speaks over each man's grave, memorializing their sacrifices and asking for their continued peace at rest. As the ceremony closes, Sainz gently places a U.S. flag in the ground near the stone bearing their name. The group then quietly moves to the next. Each member of the unit has to prove their kinship



Bill Morgan, of Fairhope, serves as the chaplain of the local chapter of the Sons of Union Veterans of the Civil War. Here he speaks during a ceremony to recognize Union veterans in honor of Memorial Day.

to a Union veteran to join. Each has a family member who served, some perished in battle. The grave of Sainz's Union veteran ancestor was overgrown and unkempt in a New York cemetery when he found it. He cleared it, noted the GPS coordinates and photographed the stone.

Members of the organization do not just recognize the Union's dead on Memorial Day but work all year to locate graves and research the stories of the men who left for war.

"We want to document their history so that their story can speak to us," Sainz said. "You have to re-

alize this wasn't a foreign war, this wasn't fought on someone else's land. This was fought literally brother to brother in some cases, with families split in half."

The information collected by the units are put into a national database that other ancestors can search.

The group's chaplain, Bill Morgan, of Fairhope, belongs to several historical organizations run by ancestors of veterans. He belongs to both the Sons of Union Veterans and the Sons of Confederate Veterans since he had a family member who fought on each side.

Some have jabbed him

about belonging to the opposing groups. Some in jest, others with serious disbelief. Morgan said the history of both is the history of all.

"Without the remembrance of our history we lose our sense of who we are as a people," Morgan said. "I believe it's very important to remember who we are and where we came from, whether you're Southern or Northern. If you are part of this nation you need to remember how you got here and where you came from. We're not here to re-fight the war. The war is over. We're all Americans now."

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## NOTICE OF PUBLIC HEARING

## NOTICE OF PUBLIC HEARING

Case #: 222-6

Action Auto Wholesale Property

Planning District: 33

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Action Auto Wholesale LLC. The applicant is requesting approval to rezone 1.0 acres +/- from B-2 Neighborhood Business District to B-3 General Business District. The Parcel Identification Number is 05-52-07-26-0-002-009.000.

The public hearing will be conducted during the next regular meeting of Baldwin County Commission, which is scheduled for Tuesday June 21, 2022, beginning at 10:00 a.m. at the Baldwin County Fairhope Satellite Courthouse, County Commission Meeting Chambers-2nd Floor, 1100 Fairhope Ave., Fairhope, AL 36532.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code-45-2-261. The application materials are available for public review at the office of the Baldwin County Planning and Zoning Department, 22251 Palmer Street in Robertsdale, AL or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application, please contact the Baldwin County Planning and Zoning Department at 251-580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning & Zoning  
22251 Palmer Street  
Robertsdale, AL 36567

You may email your comments to: Planning@baldwincountyal.gov. If you desire to address the Baldwin County Commission in person about this application, please attend the public hearing at the time and location listed above. Public participation is solicited without regard to race, color, national origin, sex, age, religion, or disability. Persons who require special accommodations under the Americans with Disability Act or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655.

## NOTICE OF PUBLIC HEARING

## NOTICE OF PUBLIC HEARING

Case #: 222-7

Herndon Property

Planning District: 26

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Ray Herndon. The applicant is requesting approval to rezone 4.27 acres +/- from RSF-1 Residential Single-Family District to RSF-2 Residential Single-Family District. The Parcel Identification Number is 05-56-03-31-0-000-034.000.

The public hearing will be conducted during the next regular meeting of Baldwin County Commission, which is scheduled for Tuesday June 21, 2022, beginning at 10:00 a.m. at the Baldwin County Fairhope Satellite Courthouse, County Commission Meeting Chambers-2nd Floor, 1100 Fairhope Ave., Fairhope, AL 36532.

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22251 Palmer Street  
Robertsdale, AL 36567

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**Calloway Drive/Grass Road Residents OPPOSING Rezoning Request: Case Number Z22-000007 – Calloway Drive**

**Julie Dukes (251) 533-3328**

16911 Calloway Drive

**Tom Fortner (601) 983-6579**

**Laurilyn Fortner**

16935 Calloway Drive

**Bo O'Meara (205) 965-7791**

**Celie O'Meara**

16807 Calloway Drive

**Harry Babb**

**Jo Ann Babb**

16950 Calloway Drive

**Jerry Brown**

**Sherran Brown**

6560 Jerry Brown Lane

**Vandetta Hooks**

16953 Calloway Drive

**Bill Moore**

16810 Calloway Drive

**Selda Janice Galloway**

6406 Grass Road

**Rochelle Freeman**

6428 Grass Road

**Ray Calloway**

**Kay Calloway**

Calloway Drive

**Delores Jennings**

Calloway Drive

**Liz Chapoton**

6192 Grass Road

**Sue Dills**

**John Dills**

16843 Calloway



April 17, 2022

To Whom It May Concern,

**RE: Support of DENIAL on Rezoning Request: Case Number Z22-000007 – Calloway Drive**

We are writing you to seek support in denying the Rezoning Request: Case Number Z22-000007 – Calloway Drive in order to maintain our low-density neighborhood. We have serious concerns for the future with the amount of undeveloped incorporated and unincorporated land from Calloway Drive to Grass Road and from Grass Road to Scenic 98. If a precedent is not set now maintaining RSF-1 zoning in this case, this area of Point Clear could easily become peppered with houses in a small geographical area, damaging the character of the neighborhood and inviting the problems that accompany higher density.

We acknowledge there is a piece of property or two that are already zoned RSF-2 in this area, but believe these were grandfathered in, were intra-family actions or pre-date the Point Clear Association formation and should not be considered valid in this denial request.

The undeveloped incorporated and the unincorporated land on both sides of Calloway Drive and Grass Road are largely owned by individuals who do not live here and do not have a vested interest in maintaining a low-density neighborhood.

In addition, Calloway Drive and Grass Road are single-lane roads on which only one vehicle can pass at a time. Changing the current RSF-1 zoning in undeveloped areas along these roads would magnify this issue and threaten the safety of drivers and pedestrians.

We are requesting that the current RSF-1 zoning for this property be kept in force along with current required setbacks and any other Point Clear Zoning Laws.

Thank you in advance for your consideration.

Tom Fortner, Julie Dukes & Bo O'Meara

*\*\*\*See attached Residents supporting this initiative\*\*\**

## Celena Boykin

---

**From:** Planning  
**Sent:** Monday, May 2, 2022 9:00 AM  
**To:** Celena Boykin; D Hart  
**Subject:** FW: Rezoning case Z22-000007 - Calloway Drive

See email below.

*Linda Lee*

Planner  
Baldwin County Planning & Zoning Department  
(251) 972-8523 ext. 2833

---

**From:** Frank C. Feagin <fcfeagin@bellsouth.net>  
**Sent:** Sunday, May 1, 2022 11:03 AM  
**To:** Planning <Planning@baldwincountyal.gov>; D Hart <DHart@baldwincountyal.gov>  
**Cc:** williamomeara2@gmail.com  
**Subject:** Rezoning case Z22-000007 - Calloway Drive

This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

---

Attention:

Baldwin County Planning and Zoning Commission

The Point Clear Property Owners Association (PCPOA) opposes this request for rezoning from RSF-1 to RSF-2. Our organization of approximately 420 property owners has been and will continue to be consistent in our opposition to any rezoning that increases the density of property in Planning District 26 and the associated other issues that this type of rezoning causes.

Frank C. Feagin  
Secretary  
PCPOA

## Celena Boykin

---

**From:** Frank C. Feagin <fcfeagin@bellsouth.net>  
**Sent:** Sunday, May 1, 2022 11:03 AM  
**To:** Planning; D Hart  
**Cc:** williamomeara2@gmail.com  
**Subject:** Rezoning case Z22-000007 - Calloway Drive

This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

---

Attention:

Baldwin County Planning and Zoning Commission

The Point Clear Property Owners Association (PCPOA) opposes this request for rezoning from RSF-1 to RSF-2. Our organization of approximately 420 property owners has been and will continue to be consistent in our opposition to any rezoning that increases the density of property in Planning District 26 and the associated other issues that this type of rezoning causes.

Frank C. Feagin  
Secretary  
PCPOA



# Baldwin County Commission

## Agenda Action Form

---

**File #:** 22-1088, **Version:** 1

**Item #:** DR3

---

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/21/2022

**Item Status:** New

**From:** Celena Boykin, Senior Planner

**Submitted by:** Celena Boykin, Senior Planner

---

### **ITEM TITLE**

Case No. Z22-8 - Vasut Property Rezoning

### **STAFF RECOMMENDATION**

Adopt Resolution #2022-092, which approves Case Z22-8, Vasut Property Rezoning, as it pertains to the rezoning of 39 acres, more or less, as located in Planning (Zoning) District 12, from RA, Rural Agricultural District to RSF-4, Single Family District.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** The subject request involves 39 acres. The current zoning designation is RA, Rural Agricultural District, and the requested zoning designation is RSF-4, Single Family District, for the purpose of a future subdivision.

The Planning Commission recommended approval at their May 5, 2022, meeting.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
N/A



**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** Yes

**If the proof of publication affidavit is not attached, list the reason:** 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 Administration

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Send notice of action to the following:

Sawgrass Consulting LLC  
30673 Sgt El Boots Thomas Dr S  
Daphne, Alabama 36526

Ms. Emily Nelson  
26510-A Ernest Patterson Rd  
Robertsdale, Alabama 36567

planning@baldwincountyal.gov

**Additional instructions/notes:** N/A

# 8.E) Z22- 8 VASUT PROPERTY

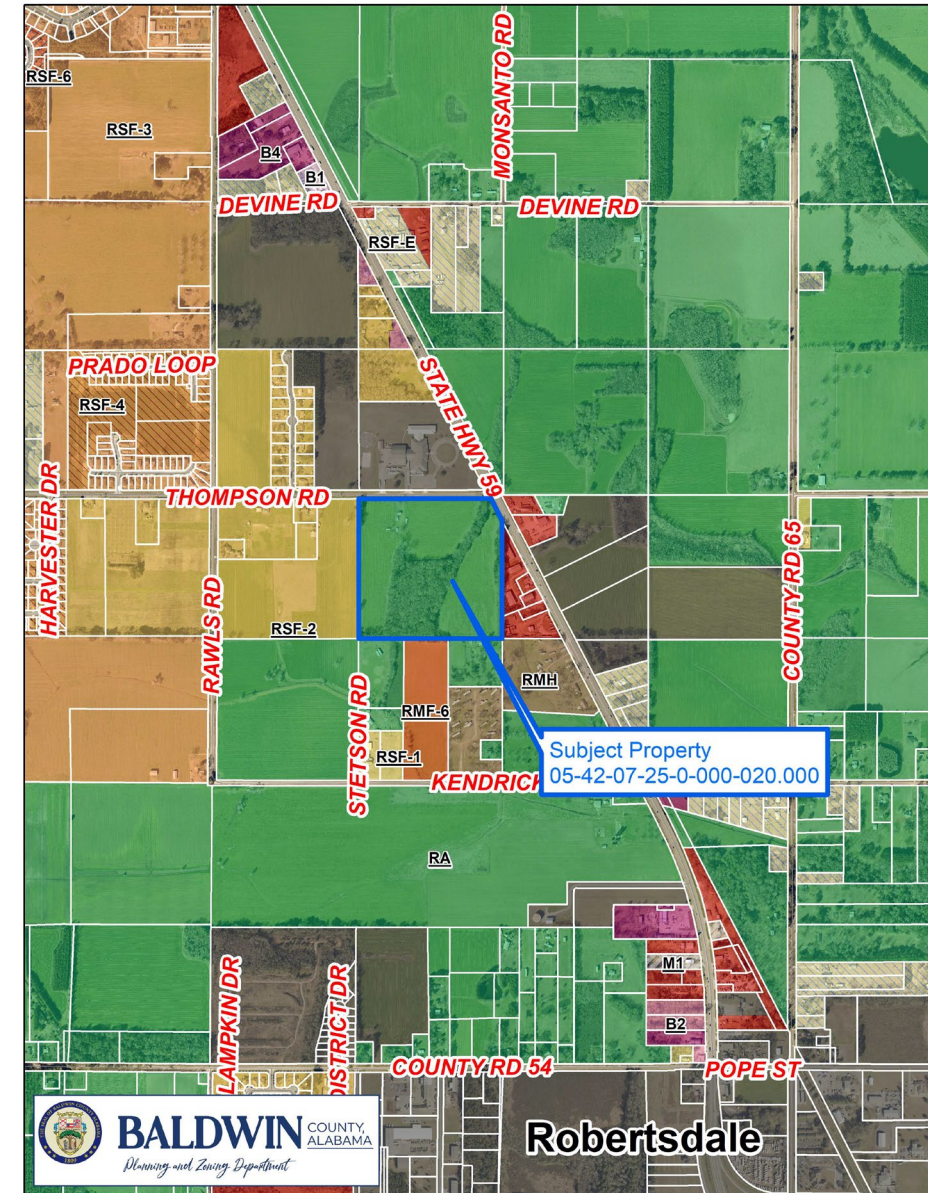
Lead Staff: Celena Boykin, Senior Planner

Request before Planning Commission:

**Rezone 39+/- acres From RA to RSF-4**

To view maps/plats in higher resolution  
please visit the "Upcoming Items" Planning  
and Zoning webpage:

[https://baldwincountyal.gov/departments/  
planning-zoning/meeting-agenda](https://baldwincountyal.gov/departments/planning-zoning/meeting-agenda)



## 7.D) Z22-8 VASUT PROPERTY

Lead Staff: Celena Boykin, Senior Planner

**Planning District:** 12

**Zoned:** RA, Rural Agriculture District

**Location:** Subject property is located on the west side of Hwy 59 and south of Thompson Rd.

**Current Use:** Vacant

**Acreage:** 39 +/- acres

**Physical Address:** NA

**Applicant:** Sawgrass Consulting LLC

**Owner:** Emily Nelson

**Proposed Zoning:** RSF-4, Single Family district

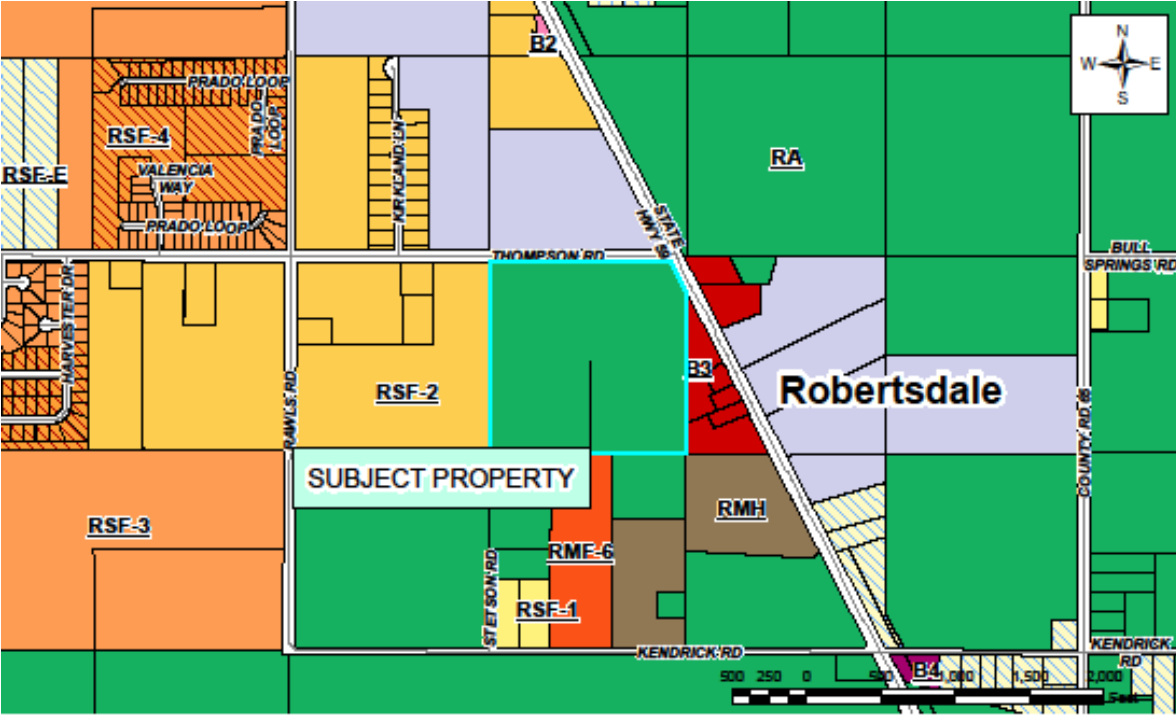
**Proposed Use:** Subdivision

**Applicant's Request:** To allow for the development of the project site as a single family residential subdivision consistent with the other single family subdivision in the immediate area.

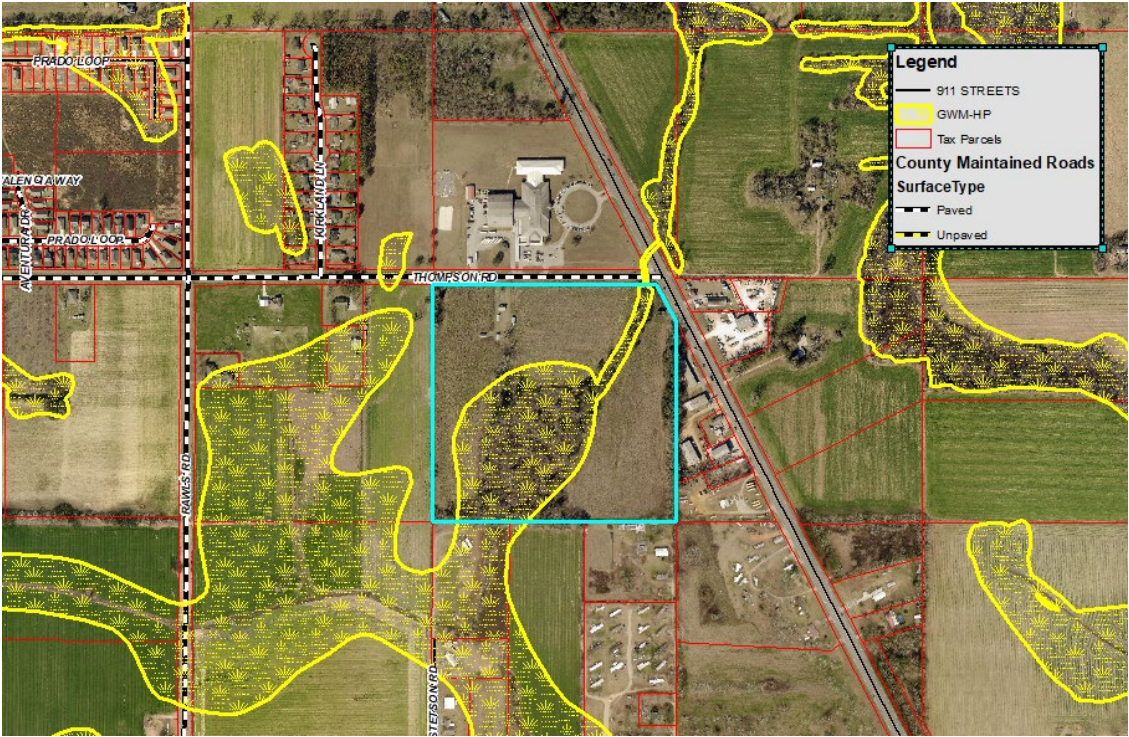
**Online Case File Number:** The official case number for this application is Z22-8, however, when searching online CitizenServe database, please use Z22-000008.



# Locator Map



# Site Map



	Adjacent Zoning	Adjacent Land Use
North	City of Robertsdale (Central Baldwin Middle School)	School
South	RA, Rural Agriculture and RMF-6, Residential Multiple Family	Residential and Agriculture
East	B3, General Business	Commercial
West	RSF-2, Residential Single Family	Agriculture



# Property Images





# Current Zoning Requirements

## Section 3.2 RA Rural Agricultural District

3.2.1 *Generally.* This zoning district provides for large, open, unsubdivided land that is vacant or is being used for agricultural, forest or other rural purposes.

3.2.2 *Permitted uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).
- (c) Outdoor recreation uses.
- (d) The following general commercial uses: animal clinic and/or kennel; farm implement sales; farmers market/truck crops; nursery; landscape sales; country club.
- (e) The following local commercial uses: fruit and produce store.
- (f) The following institutional uses: church or similar religious facility; school (public or private).
- (g) Agricultural uses.
- (h) Single family dwellings including manufactured housing and mobile homes.
- (i) Accessory structures and uses.

3.2.3 *Special exceptions.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as special exceptions: Not Applicable

3.2.4 *Commission Site Plan Approval.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed by the site plan approval process:

- (a) Transportation, communication, and utility uses not permitted by right.
- (b) Institutional uses not permitted by right.

(c) The following general commercial uses: recreational vehicle park (see *Section 13.9: Recreational Vehicle Parks*).

(d) The following local commercial uses: bed and breakfast or tourist home (see *Section 13.11: Bed and Breakfast Establishments*).

3.2.5 *Area and dimensional ordinances.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8: Highway Construction Setbacks*, *Section 18.4 Variances*, and *Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35
Minimum Front Yard	40-Feet
Minimum Rear Yard	40-Feet
Minimum Side Yards	15-Feet
Minimum Lot Area	3 Acres
Minimum Lot Width at Building Line	210-Feet
Minimum Lot Width at Street Line	210-Feet

3.2.6 *Area and dimensional modifications.* Within the RA district, area and dimensional requirements may be reduced, as set forth below, where property is divided among the following legally related family members: spouse, children, siblings, parents, grandparents, grandchildren, or step-related individuals of the same status.

Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	40,000 Square Feet
Minimum Lot Width at Building Line	120-Feet
Minimum Lot Width at Street Line	120-Feet

# Proposed Zoning Requirements

## Section 4.5 RSF-4, Single Family District

4.5.1 *Generally.* This zoning designation is provided to afford the opportunity for the choice of a moderate density residential development consisting of single family homes.

4.5.2 *Permitted uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).
- (c) The following agricultural uses: Silviculture.
- (d) Single family dwellings including manufactured housing and mobile homes.
- (e) Accessory structures and uses.
- (f) The following institutional use: church or similar religious facility.

4.5.3 *Commission Site Plan Approval.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed by the site plan approval process:

- (a) Outdoor recreation uses.
- (b) The following institutional uses: day care home; fire station; school (public or private).
- (c) The following general commercial uses: country club.
- (d) The following local commercial use: bed and breakfast or tourist home (see *Section 13.11: Bed and Breakfast Establishments*).

4.5.4 *Special exception.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following use and structures designed for such use may be allowed as a special exception: Not Applicable

4.5.5 *Area and dimensional ordinances.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8: Highway Construction Setbacks*, *Section 18.6 Variances*, and *Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35
Maximum Height in Habitable Stories	2 1/2
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area per Dwelling Unit	7,500 Square Feet
Minimum Lot Width at Building Line	60-Feet
Minimum Lot Width at Street Line	30-Feet
Maximum Ground Coverage Ratio	.35

# Staff Analysis and Findings

## **1.) Is the requested change compatible with the existing development pattern and the zoning of nearby properties?**

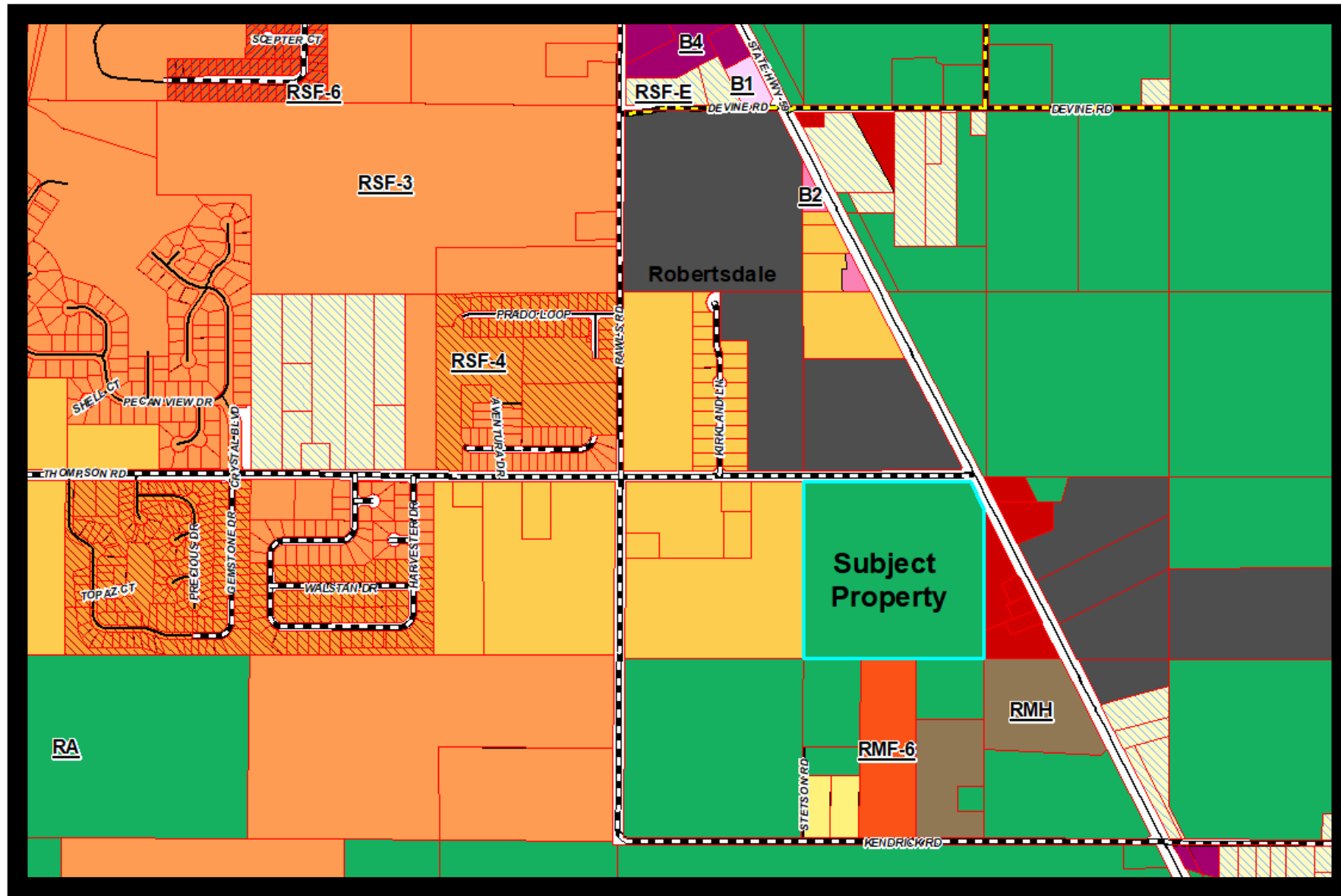
The subject property is currently zoned RA, Rural Agriculture District, and is undeveloped. The adjacent properties are zoned B3, General Business District, RA, Rural Agriculture, RMF-6, Multiple Family District, and RSF-2, Single Family District. The adjacent uses are commercial, residential, and agriculture.

## **2.) Has there been a change in the conditions upon which the original zoning designation was based? Have land uses or conditions changed since the zoning was established?**

Planning District 12 zoning map was adopted in November 2006. There have been few rezonings in the area. Most of these rezonings were to a higher density residential along Thompson Road and commercial along Hwy 59.



# Staff Analysis and Findings



# Staff Analysis and Findings

## 3.) Does the proposed zoning better conform to the Master Plan?

A future land use designation of Agricultural has been provided for the subject property. This category is provided for agriculture, forestry and similar activities. Single family dwellings, institutional uses, recreational uses, limited commercial uses which are intended to serve a rural area and transportation, communication and utility uses are also included subject to the requirements found within the Zoning Ordinance. This category is designed to protect the essential open character of rural areas until it is timely to reclassify the land to appropriate residential, commercial or industrial categories. Zoning designations may include RR, CR, RA and RSF-E.

Approval of the rezoning will result in an amendment of the Future Land Use Map to residential. The residential category is provided for residential dwelling units including single family dwellings, two family (duplex) dwellings, multiple family dwellings, manufactured homes, manufactured housing parks and Planned Residential Developments. To the greatest extent possible, residential areas should be accessible to major thoroughfares connecting with work areas, shopping areas and recreational areas. Zoning designations may include RR, RA, CR, RSF-E, RSF-1, RSF-2, RSF-3, RSF-4, RSF-6, RTF-4, RTF-6, RMF-6, RMH and PRD.

# Staff Analysis and Findings

## **4.) Will the proposed change conflict with existing or planned public improvements?**

Staff is unaware of any planned public improvements.

## **5.) Will the proposed change adversely affect traffic patterns or congestion?**

Per the Federal Highway Administration, the functional classification of Thompson Rd is major collector. They are not intended for to connect local roads and streets with arterials. Collectors provide less mobility than arterials at lower speeds and for shorter distances. They balance mobility with land access.

Comments from the Highway Department (also in agency comments):

The site will require a traffic study at the time of preliminary plat technical review. Site entrances and the intersection will need to be analyzed in the study. Anticipated turn lanes will be needed to mitigate the additional peak hours traffic and additional queuing from the subdivision. Pedestrian traffic will also need to be considered on site for the proximity of the school.

# Staff Analysis and Findings

**6.) Is the proposed amendment consistent with the development patterns in the area and appropriate for orderly development of the community? The cost of land or other economic considerations pertaining to the applicant shall not be a consideration in reviewing the request.**

The surrounding land uses are commercial, residential, and agriculture. Most of the development along Thompson Road is low to medium density residential. The most recent development in the area is Cottages of Aventura, Phase III, zoned RSF-4.

**7.) Is the proposed amendment the logical expansion of adjacent zoning districts?**

The surrounding land uses are commercial, residential, and agriculture. The zoning in the immediate area encompasses RA, RSF-E, RSF-1, RSF-2, RSF-3, RSF-4, MHP, RMF-6, and B3. The applicant is requesting a higher density single family residential zoning which would be a good transition from the higher density multi-family, mobile home, and commercial districts to a lower single family districts.



## Staff Analysis and Findings

**8.) Is the timing of the request appropriate given the development trends in the area?**

Staff believes that timing is not an issue.

**9.) Will the proposed change adversely impact the environmental conditions of the vicinity or the historic resources of the County?**

Staff is unaware of any environmental conditions or historic resources that would be adversely impacted by this request. The Alabama Department of Environmental Management (ADEM) provided no comments.

**10.) Will the proposed change adversely affect the health, safety and welfare of the County and the vicinity?**

Staff anticipates no adverse impacts. Access to this site would require approval from the Baldwin County Highway Department.

**11.) Other matters which may be appropriate.**

# Agency Comments

**ALDOT, Michael Smith:** No Comments

**ADEM, Scott Brown:** No Comments

**BCBE:** No Comments

**Baldwin County Subdivision– Mary Booth:**

- a. Applicant will need to submit a sketch plan application via Citizenserve Portal, to be followed up by a pre-app meeting and will need to comply with current subdivision regulations and zoning ordinance when submitting subdivision applications.
- b. Concur with Hwy comments.

# Agency Comments

## **Baldwin County Highway Department – Weesie Jeffords:**

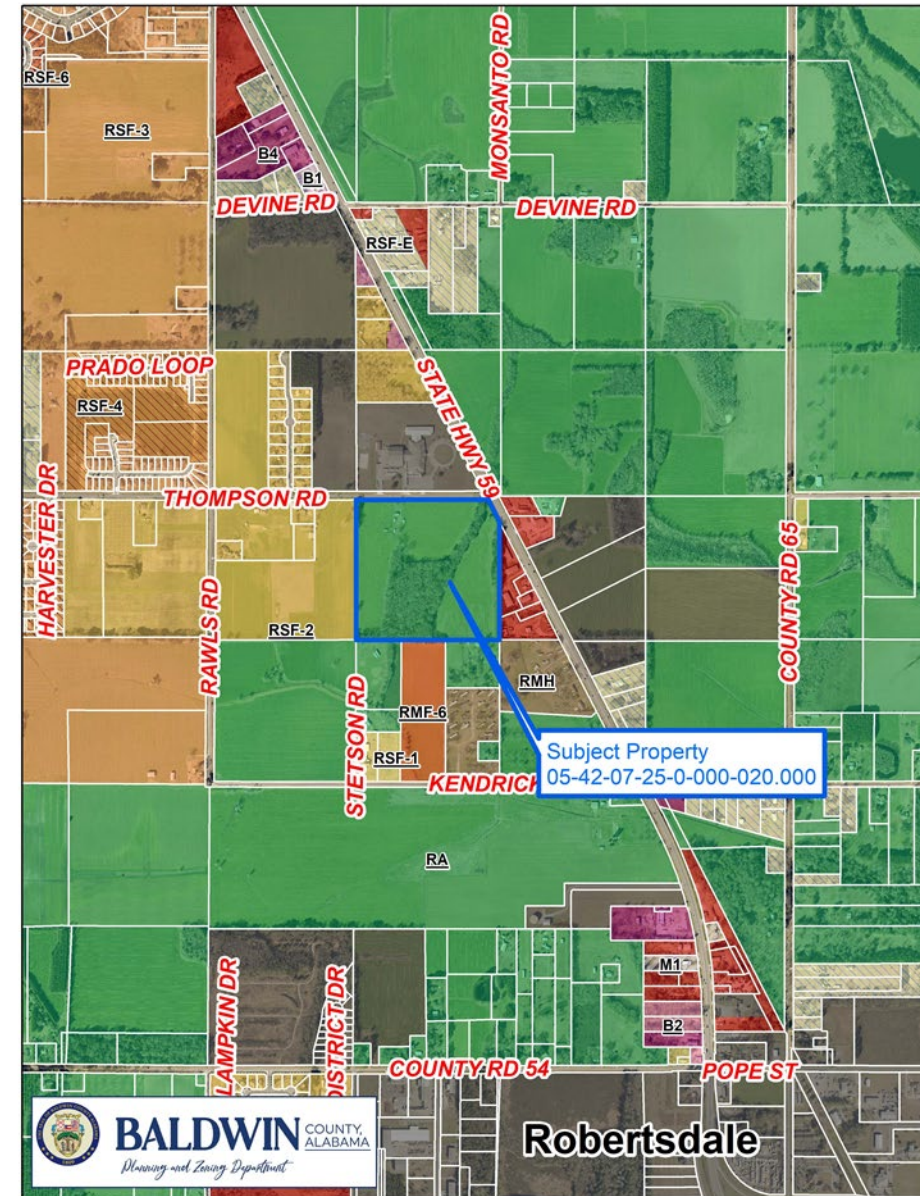
- a. Thompson Rd is County Maintained where the concept plan proposes to connect. This portion of road is classified as a major collector.
- b. The layout of the proposed concept does not meet Subdivision Regulation requirements and will need to be revised. The proposed road shown from lots 1-5 and 63-67 would be required to have a permanent turnaround (cul-de-sac).
- c. CBU would be required to have off right-of-way parking.
- d. It appears there will be a wetland crossing that will need to be permitted through USACE for potential impacts (pending jurisdictional determination and wetland study). A gated emergency access may be required at the time of subdividing for proposed lots 18-39 in an extreme upset event that the shown wetland crossing is impassable.
- e. Detention shall be reviewed at preliminary plat technical review. Curve numbers for the field should utilize vegetated pasture assumption for the field areas for pre-development conditions and appropriate wooded/wetland for the wetland areas. The site shall not restrict flow onto and will need to account for waters passing through from upstream.
- f. The site will require a traffic study at the time of preliminary plat technical review. Site entrances and the intersection will need to be analyzed in the study. Anticipated turn lanes will be needed to mitigate the additional peak hours traffic and additional queuing from the subdivision. Pedestrian traffic will also need to be considered on site for the proximity of the school.

# 7.D) Z22- 8 VASUT PROPERTY

Lead Staff: Celena Boykin,  
Senior Planner

## Staff's Summary and Comments:

As stated previously, the subject property is currently zoned RA, Rural Agriculture District, and is currently vacant. The property adjoins Thompson Rd and Hwy 59. The adjoining properties are commercial, residential, and agriculture. The requested zoning designation is RSF-4, Single Family District. According to the submitted information, the purpose of this request is to allow for a future subdivision. If the property is rezoned, the proposed uses will require subdivision approval.



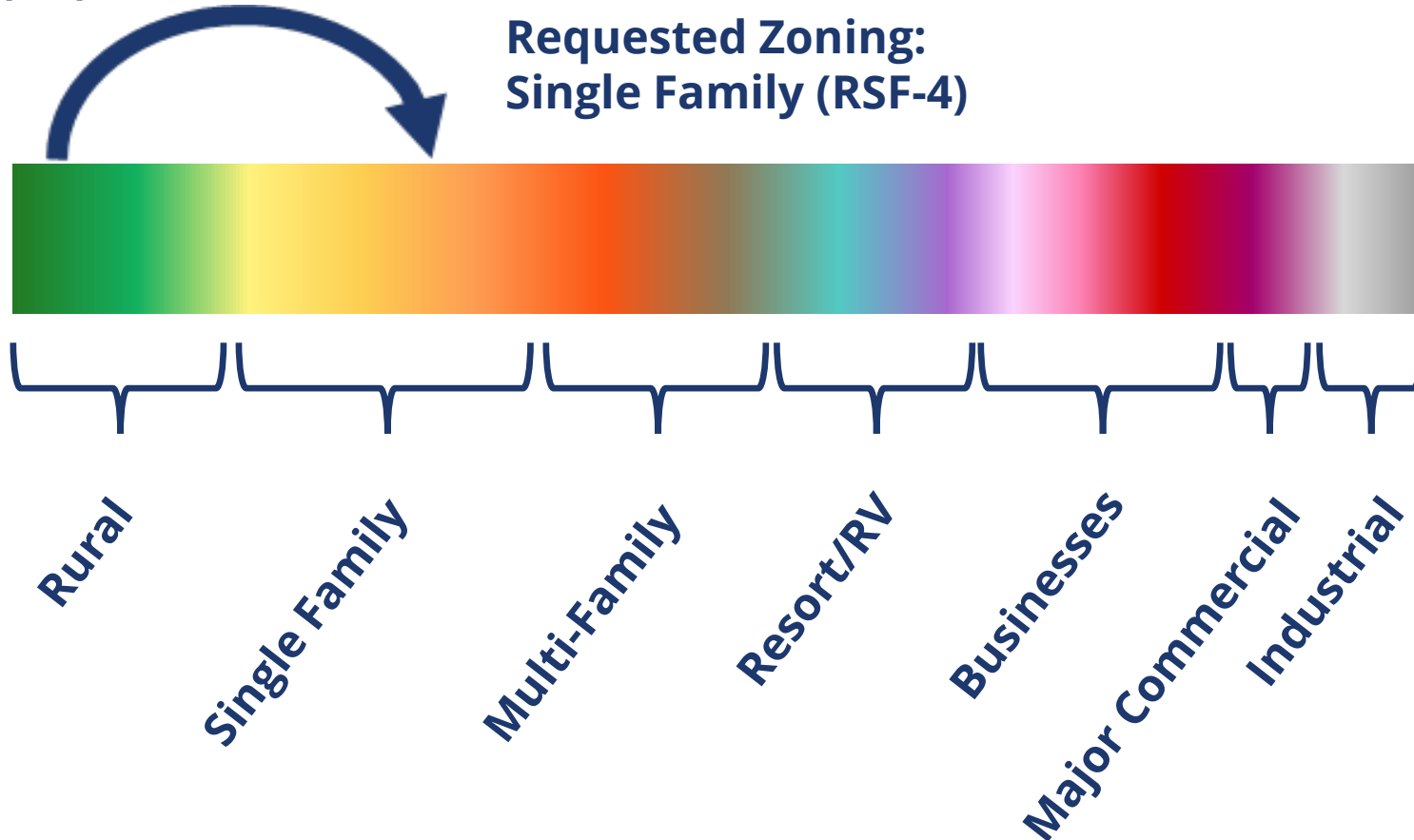


# 7.D) Z22- 8 VASUT PROPERTY

Lead Staff: Celena Boykin,  
Senior Planner

Current Zoning:  
Rural Agriculture  
(RA)

Requested Zoning:  
Single Family (RSF-4)



## Staff's Recommendation:

Unless information to the contrary is revealed at the public hearing, staff feels this rezoning application should be recommended for **APPROVAL**.\*

*\*On rezoning applications, the Planning Commission will be making a recommendation to the County Commission.*

STATE OF ALABAMA

COUNTY OF BALDWIN

RESOLUTION # 2022-092

DETERMINATION OF THE BALDWIN COUNTY COMMISSION, REGARDING **CASE No. Z22-8 Vasut Property** SUCH DETERMINATION AS AUTHORIZED PURSUANT TO SECTION 45-2-261 THROUGH SECTION 45-2-261.18, CODE OF ALABAMA (1975).

**WHEREAS**, Sawgrass Consulting, LLC has petitioned the Baldwin County Commission to rezone certain property, in Planning (Zoning) District No. 12, for property identified herein and described as follows:

39 ACC SEC 25-5-3 NE1/4 OF SW1/4 LYING SW OF ST HWY 59 &  
LESS RD R/W ON NORTH

Otherwise known as tax parcel number, **05-42-07-25-0-000-020.000** as found in the office of the Revenue Commissioner of Baldwin County, Alabama; and

**WHEREAS**, the petitioner has requested that the property herein identified be rezoned from RA, Rural Agriculture District, to RSF-4, Single Family District, and

**WHEREAS**, the Baldwin County Planning and Zoning Commission held a public hearing on May 5, 2022 and voted to recommend **Approval** of the rezoning request; and

**WHEREAS**, the Baldwin County Commission held a public hearing on June 21 2022; and

**WHEREAS**, the requirements of SECTION 45-2-261 THROUGH SECTION 45-2-261.18, CODE OF ALABAMA (1975), regarding procedures to consider this rezoning request, which would affect the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 12 Official Map, have been met; now therefore

**BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED**, That the petitioner's request to rezone the property (Case No. Z22-8, Vasut Property) as herein identified and described and as found within the confines of Planning (Zoning) District No.12 from RA, Rural Agriculture District, to RSF-4, Single Family District, which amends the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 12 Official Map, is hereby **APPROVED**.

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the **21<sup>st</sup>** day of **June 2022**.

\_\_\_\_\_  
Commissioner James E. Ball, Chairman

ATTEST

\_\_\_\_\_  
Ronald J. Cink, Interim County Administrator

Greg Seibert made a motion to recommend denial based on the danger to the intersection of US Highway 98 and County Road 91 and the issue of compatibility with the density of this development vs. the rest of the area. Bill Booher seconded. All members voted aye. **Motion to recommend denial of Case Z22-5 Swift Land & Timber LLC Property based on the danger to the intersection of US Highway 98 and County Road 91 and the issue of compatibility with the density of this development vs. the rest of the area carries on a vote of 6-0.**

**c.) Case Z22-6 Action Auto Wholesale Property**

Request to rezone approximately 1.00 acres from B-2 to B-3 to allow used car sales and a tire shop on the property. The subject property is located at 34382 US Highway 98 in Planning District 33.

Matthew Brown presented the case and reported recommendation of approval by staff. There was no one signed up to speak in favor or opposition of the request. Michael Mullek made a motion to recommend approval. Robert Davis seconded the motion. All members voted aye. **Motion to recommend approval of Case Z22-6 Action Auto Wholesale Property rezoning request from B-2 to B-3 carries on a vote of 6-0.**

**d.) Case Z22-7 Herndon Property**

Request to rezone approximately 4.27 acres from RSF-1 to RSF-2 to allow lots with 80' frontage to a depth of 200'. The subject property is located south of County Road 32, west of Calloway Drive in Planning District 26.

Celena Boykin presented the case and reported recommendation of approval by staff with conditions and answered questions. Applicant Ray Herndon addressed the commission and answered questions. William Omeara spoke in oppositions. Mrs. Boykin reported numerous letters and calls in opposition. Mr. Brown, and Weesie Jeffords answered commission questions.

Bill Booher made a motion to recommend denial based on the density in the area. Michael Mullek seconded the motion. All members voted aye. **Motion to recommend denial of Case Z22-7 Herndon Property rezoning from RSF-1 to RSF-2 based on the density carries on a vote of 6-0.**

**e.) Case Z22-8 Vasut Properties**

Request to rezone approximately 39 acres from RA to RSF-4 to allow development of a residential subdivision. The subject property is located on the west side of State Highway 59 south of Thompson Road in Planning District 12.

Celena Boykin presented the request and reported recommendation of approval by staff and answered questions. Ercil Godwin was present to represent the applicant. Greg Nave spoke in opposition.

Daniel Nance made a motion to recommend approval for the rezoning request to County Commission. Greg Seibert seconded the motion. Michael Mullek voted nay. All other members voted aye. **Motion to recommend approval for Case Z22-8 Vasut Property rezoning request from RA to RSF-4 carries on a vote of 5-1.**

**f.) Case Z22-9 Bertolla Properties LLC Property**

BALDWIN COUNTY PLANNING & ZONING COMMISSION

Voting Sheet

**Z-22-8**

**Vasut Property**

**5-5-2022**

MOTION:	TO RECOMMEND APPROVAL
MADE BY:	DANIEL NANCE
2 <sup>ND</sup> BY:	GREG SEIBERT

MEMBER	IN FAVOR OF MOTION	OPPOSED TO MOTION
Steven Pumphrey	-	-
Daniel Nance	X	
Brandon Bias	-	
Robert Davis	X	
Plumer Tonsmeire	-	
Jason Padgett	X	
Michael Mullek		X
Greg Seibert	X	
Bill Booher	X	
Jamie Strategier	-	
<u>VOTE TOTAL</u>	5	1

MOTION TO RECOMMEND APPROVAL CARRIES ON A VOTE OF 5-1



Planning and Zoning  
Department

# Memo

**To:** Anu Gary, Records Manager  
**From:** DJ Hart  
**Date:** 6/10/2022  
**Re:** Z22-8, Vasut Property

Proof of Advertisement for the Baldwin County Planning and Zoning Commission Public Hearing on 5/5/2022

---

Anu:

Attached is the original Proof of Publication for the Baldwin County Planning and Zoning Commission public hearing for case:

**Z22-8, Vasut Property**

The Planning and Zoning Commission meeting was held **Thursday May 5, 2022.**

The County Commission public hearing is scheduled for **Tuesday June 21, 2022.**

Please let me know if you have any questions.

Thank You,

**DJ Hart**

# GULF COAST MEDIA

PO Box 1677 • Sumter, SC 29150  
GulfCoastMedia.com

The Courier, The Islander  
The Onlooker & The Baldwin Times  
Office: 251-943-2151 • Legals: 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:

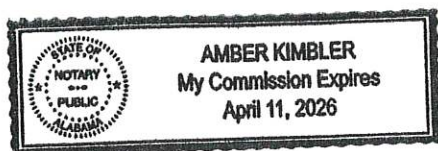
04/13/2022

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 11, 2026



Sworn and subscribed to on 04/13/2022.

BC PLANNING & ZONING- LEGAL  
Acct#: 983695  
Ad#: 335766  
Vasut Property  
Amount of Ad: \$123.80  
Legal File #: Z22-000008

### BALDWIN COUNTY PLANNING & ZONING COMMISSION PLANNING AND ZONING DEPARTMENT

Main Office - 251.580.1655  
22251 Palmer St.,  
Robertsdale, AL 36567

Foley Office - 251.972.8523  
201 East Section Ave.,  
Foley, AL 36535

NOTICE OF  
PUBLIC HEARING  
Case #: Z22-000008  
Vasut Property  
Planning District: 12

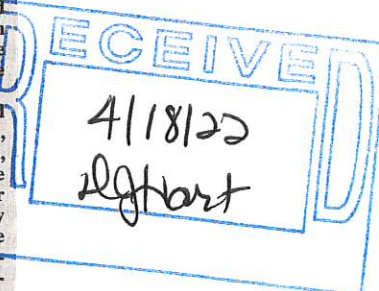
Notice is hereby given that the Baldwin County Planning & Zoning Commission will conduct a public hearing concerning a request submitted by Sawgrass Consulting LLC on behalf of Helen Vasut. The applicant is requesting approval to rezone 39 +/- acre from RA, Rural Agriculture District to RSF-4, Residential Single Family. The Parcel Identification Numbers is 05-42-07-25-0-000-020.000.

The public hearing will be conducted during the next regular meeting of Baldwin County Planning & Zoning Commission, which is scheduled for Thursday, May 5, 2022, beginning at 4:00 p.m. at the Baldwin County Central Annex at 22251 Palmer Street, Robertsdale, AL.

The said application will be considered by the Baldwin County Planning & Zoning Commission pursuant to Alabama Code-45-2-261. The application materials are available for public review at the office of the Baldwin County Planning and Zoning Department, 22251 Palmer Street in Robertsdale, AL or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application, please contact the Baldwin County Planning and Zoning Department at (251)-580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning  
& Zoning  
22251 Palmer Street  
Robertsdale, AL 36567

You may email your comments to:  
Planning@baldwincountyal.gov.  
If you desire to address the Baldwin County Planning and Zoning Commission in person about this application, please attend the public hearing at the time and location listed above. Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability. Persons who require special accommodations under the Americans with Disability Acts or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655.  
April 13, 2022



Planning and Zoning  
Department

# Memo

**To:** Anu Gary, Records Manager  
**From:** DJ Hart  
**Date:** 6/10/2022  
**Re:** Z22-8, Vasut Property

Proof of Advertisement for the Baldwin County Commission Public Hearing on 6/22/2022

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Anu:

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**Z22-8, Vasut Property**

The Planning and Zoning Commission meeting was held **Thursday May 5, 2022.**

The County Commission public hearing is scheduled for **Tuesday June 21, 2022.**

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Thank You,

**DJ Hart**



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## PROOF OF PUBLICATION STATE OF ALABAMA • BALDWIN COUNTY

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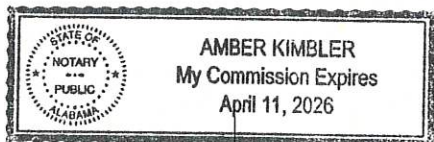
05/25/2022, 06/01/2022, 06/08/2022

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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 11, 2026



Sworn and subscribed to on 06/08/2022.

BC PLANNING & ZONING- LEGAL  
Acct#: 983695  
Ad#: 336856  
Vasut Property Planning  
Amount of Ad: \$348.84  
Legal File# Z22-8

### BALDWIN COUNTY PLANNING & ZONING COMMISSION PLANNING AND ZONING DEPARTMENT

Main Office-251.580.1655  
22251 Palmer St.,  
Robertsdale, AL 36567

Foley Office - 251.972.8523  
201 East Section Ave.,  
Foley, AL 36535

NOTICE OF  
PUBLIC HEARING  
Case #: Z22-8  
Vasut Property Planning  
District: 12

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Sawgrass Consulting on behalf of Helen Vasut. The applicant is requesting approval to rezone 39 acres+/- from RA, Rural Agricultural District to RSF-4 Residential Single-Family District. The Parcel Identification Number is 05-42-07-25-0-000-020.000.

The public hearing will be conducted during the next regular meeting of Baldwin County Commission, which is scheduled for Tuesday June 21, 2022, beginning at 10:00 a.m. at the Baldwin County Fairhope Satellite Courthouse, County Commission Meeting Chambers-2nd Floor, 1100 Fairhope Ave., Fairhope, AL. 36532.

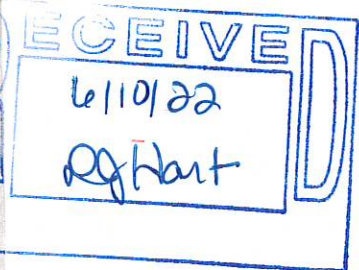
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Baldwin County Planning  
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Robertsdale, AL 36567

You may email your comments to:  
Planning@baldwincountyal.gov.  
If you desire to address the Baldwin County Commission in person about this application,

please attend the public hearing at the time and location listed above. Public participation is solicited without regard to race, color, national origin, sex, age, religion, or disability. Persons who require special accommodations under the Americans with Disability Act or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655.

May 25; June 1-8, 2022





# GULF COAST MEDIA

## Printer Affidavit:

This is to certify the attached advertisement

Appeared in The Courier, The Islander & The Onlooker Issue of Gulf Coast Media.

Publication Date(s):

June 1, 2022

Account # 987101 PO # \_\_\_\_\_

Cost \$ 378.00 Ad # 285450

2228 - Vacant Property

Bethany Summerlin

Bethany Summerlin  
Sales Representative

Bill To:

Baldwin County Planning & Zoning

Mail payments to:

Gulf Coast Media PO Box 1677- Sumter, SC 29151

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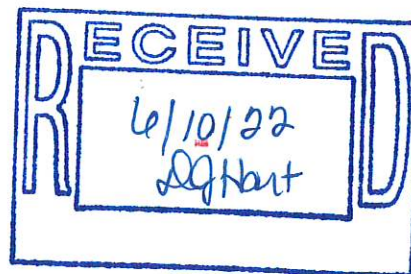
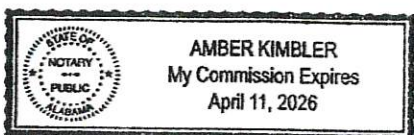
This 1<sup>st</sup> day of June, 2022

Amber Kimbler

Amber Kimbler

Notary Public for Alabama

My commission expires on April 11, 2026



## MORATORIUM

FROM PAGE A1

gives us a little bit more teeth in there and I think that it's something we've been working on a long time. Having ordinances and regulations, it's a constantly evolving process with the markets changing demands change and we change with it."

Heilmich said the new regulations will also help builders.

"It's actually streamlined for the contractors and developers so that it will be more clearly stated what their responsibilities are," he said.

Heilmich said he expected the moratorium to last for two or three months.

"The last time we went through the process with the planning commission, changing this, it took about 2 1/2 months," Heilmich said. "During that time, we had quite a few people run at the city of Foley and so, this time to avoid that with these major changes, it's going to be a temporary moratorium on that."

Heilmich said applications that were filed before the moratorium will continue to be processed. He said developers who want to apply under the new guidelines can also file for a permit.

"If someone has a project that will coming to us shortly, if they want to submit and adhere to the new rules, we will allow that, because that's our goal is to move everybody to the new guidelines," Heilmich said.

"We've already seen a 25% reduction in homebuilding this year," Heilmich said. "However, the valuations of the homes are more expensive. That's inflation, building products and the homes are just bigger homes. We've got a one-third increase in the valuation of the homes being built."

## BAND

FROM PAGE A1

the school the large donation

"It's so exciting to see our kids come in here, it's like Christmas morning with them opening up the cases and actually peeling the plastic off of these new instruments," said Sharp.

Sharp began communications with Cook in 2018 after becoming principal at RHS. In recent years, Cook has made donations to other programs within the school, as well as donating roughly \$50,000 worth of scholarships annually to seven graduating seniors.

"He's definitely given back to his alma mater and is making us and the community proud," Sharp said. "I'll be sharing some videos and pictures with him later, sharing what a day he created for our students."

Fine arts are growing within Baldwin County, as is the need, Sharp said the band program

needs approximately \$30,000 more to fully purchase all the instruments needed for the students. The directors and students are working to raise the funds to make that happen.

"We have 58 fine arts teachers in Baldwin County," said Amy Plunkett, fine arts supervisor with Baldwin County schools. "They're just so impressive, all of them, they share their heart, their passion and their enthusiasm with the students. They love what they do and how ever they can support it, they do."

Plunkett said the school system has earned \$132,000 in Alabama Arts Initiative Grants over the past three years, which awards programs with approximately \$20,000. Many fine arts teachers are instrumental in receiving the grants for their programs, Plunkett said.

You can watch videos of the RHS band performing on their website, [www.robertsdalehighschoolband.com](http://www.robertsdalehighschoolband.com). Donations towards the band can be made on the site as well.



System Superintendent Eddie Tyler learns the mechanics of musical instruments from members of the Robertsdale High School band.

## Snook Christian School holds field day



Elementary school students at Snook Christian School recently celebrated the upcoming end of the school year with field day activities at their Summerdale campus. Students took part in competitions including water-balloon tosses, sack races, relay races and dodge ball topped with a tug-of-war competition in each grade.

PHOTO BY GUYEN KEN • (617) 324-1100

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## NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING

Case #: 222-8

Vasut Property

Planning District: 12

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted by Sawgrass Consulting on behalf of Helen Vasut. The applicant is requesting approval to rezone 39 acres +/- from RA, Rural Agricultural District to RSF-4 Residential Single-Family District. The Parcel Identification Number is 05-42-07-25-0-000-020.000.

The public hearing will be conducted during the next regular meeting of Baldwin County Commission, which is scheduled for Tuesday June 21, 2022, beginning at 10:00 a.m. at the Baldwin County Fairhope Satellite Courthouse, County Commission Meeting Chambers-2nd Floor, 1100 Fairhope Ave., Fairhope, AL 36532.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code- 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning and Zoning Department, 22251 Palmer Street in Robertsdale, AL or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application, please contact the Baldwin County Planning and Zoning Department at 251-580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning & Zoning  
22251 Palmer Street  
Robertsdale, AL 36567

You may email your comments to: [Planning@baldwincountyal.gov](mailto:Planning@baldwincountyal.gov). If you desire to address the Baldwin County Commission in person about this application, please attend the public hearing at the time and location listed above. Public participation is solicited without regard to race, color, national origin, sex, age, religion, or disability. Persons who require special accommodations under the Americans with Disability Act or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655.

## Foley

### INVITATION TO BID

Sealed bids subject to the conditions contained herein, will be received by the City of Foley until 2:00 p.m. CST on Thursday, June 16, 2022 and then publicly opened and read at the City of Foley Conference Room 407 East Laurel Avenue, Foley, Alabama 36526 for furnishing all products for

**TRAIN PLAYSET**  
Requisition No. MKT-061922

Bid documents may be obtained at Foley City Hall, 407 East Laurel Avenue, Foley, Alabama 36526, by calling (251) 943-1545 or the bid may be downloaded from the City's website at <http://www.cityoffoley.org>

To be eligible for consideration, bids must be submitted on complete original proposal forms found in the bid package. The complete bid packet and all executed bid forms must be submitted in a sealed envelope, clearly marked, identifying the bid and the date of the bid opening. It shall be the sole responsibility of the bidder to assure receipt of the bid at the Foley City Hall prior to the published time for the bid opening.

The City of Foley reserves the right to accept or reject any or all bids and to waive technical errors if, in the City's judgment, the best interests of the City will thereby be promoted.

Loren Ebley  
Purchasing Agent  
City of Foley, Alabama



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1089, **Version:** 1

**Item #:** DR4

---

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/21/2022

**Item Status:** New

**From:** Celena Boykin, Senior Planner

**Submitted by:** Celena Boykin, Senior Planner

---

### **ITEM TITLE**

Case No. Z22-9 - Bertolla Property Rezoning

### **STAFF RECOMMENDATION**

Adopt Resolution #2022-093, which approves Case Z22-9, Bertolla Property Rezoning, as it pertains to the rezoning of 44.4 acres, more or less, as located in Planning (Zoning) District 15, from RSF-2, Single Family District and RSF-E, Estate Single Family to RSF-3, Single Family District.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** The subject request involves 44.4 acres. The current zoning designation is RSF-2, Single Family District and RSF-E, Estate Single Family and the requested zoning designation is RSF-3, Single Family District for the purpose of a future subdivision.

The Planning Commission recommended denial at their May 5, 2022, meeting.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** Yes

**If the proof of publication affidavit is not attached, list the reason:** Forthcoming from staff.

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Commission Administration

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

**For time-sensitive follow up, select deadline date for follow up:**

Send notice of action to the following:

SE Civil  
9969 Windmill Rd.  
Fairhope, AL 36532

Bertolla Properties, LLC  
P.O. Box 1527  
Daphne, AL 36526

planning@baldwincountyal.gov

**Additional instructions/notes:** N/A



# 8.F) Z22- 9 BERTOLLA PROPERTIES, LLC PROPERTY

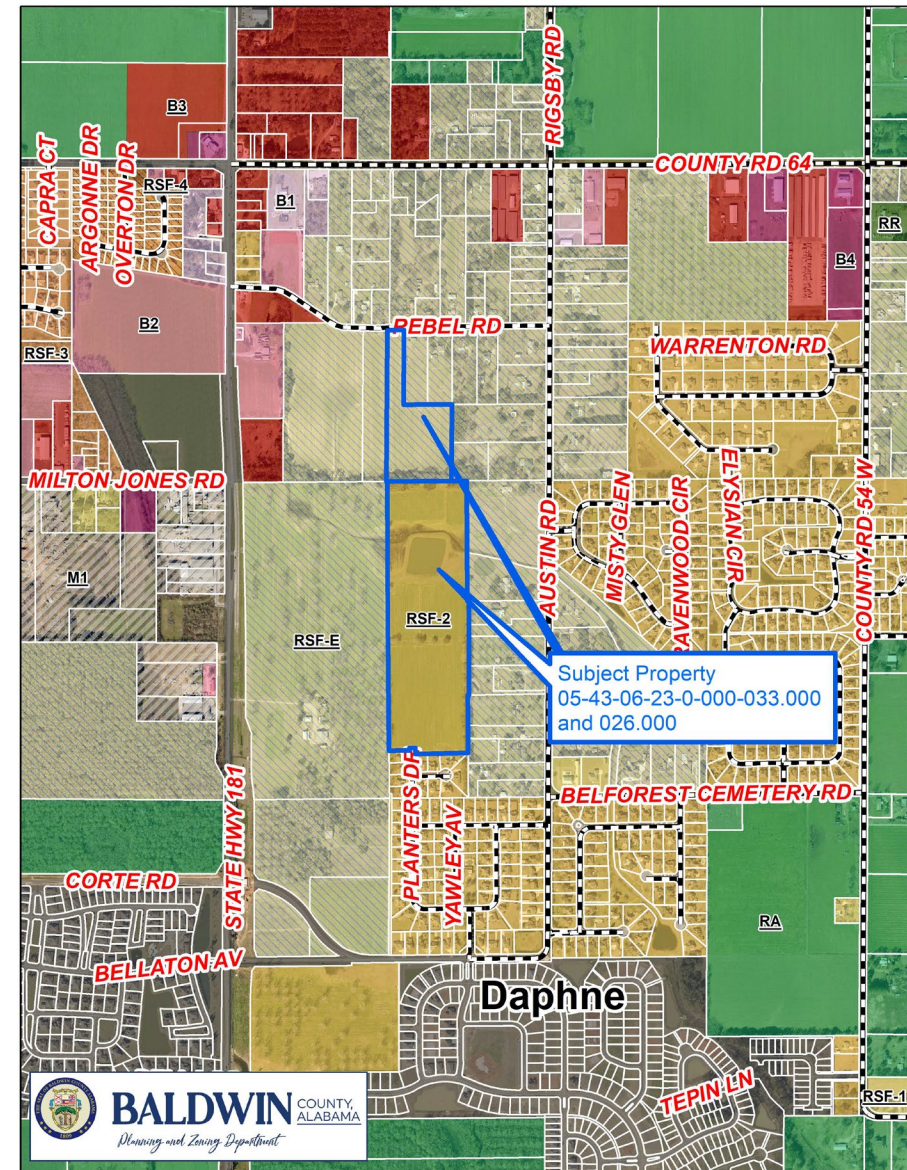
Lead Staff: Celena Boykin, Senior Planner

Request before Planning Commission:

**Rezone 44.4+/- acres From RSF-2 and RSF-E to RSF-3**

To view maps/plats in higher resolution please visit the "Upcoming Items" Planning and Zoning webpage:

<https://baldwincountyal.gov/departments/planning-zoning/meeting-agenda>



## 7.D) Z22- 9 BERTOLLA PROPERTIES, LLC PROPERTY

Lead Staff: Celena Boykin, Senior Planner

**Planning District:** 15

**Zoned:** RSF-E, Single Family Estate District and RSF-2, Single Family District

**Location:** Subject property is located on south of Rebel Rd and east of St Hwy 181

**Current Use:** Vacant

**Acreage:** 44.4 +/- acres

**Physical Address:** NA

**Applicant:** SE Civil

**Owner:** Bertolla Properties LLC

**Proposed Zoning:** RSF-3, Single Family district

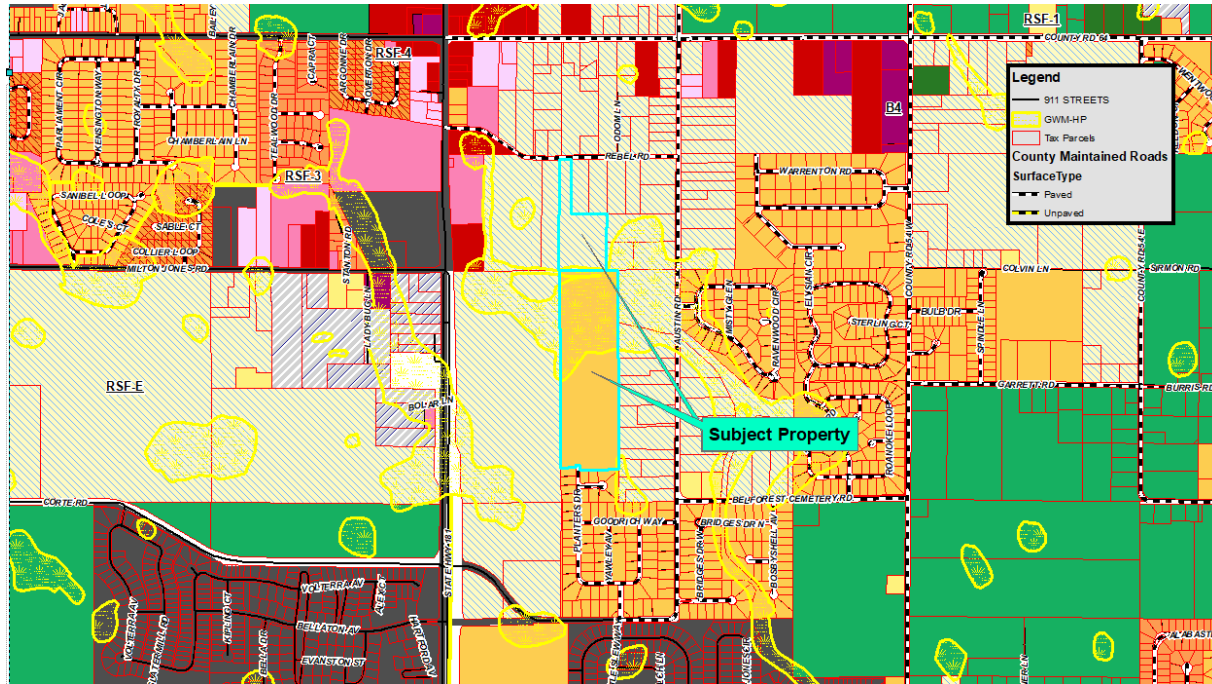
**Proposed Use:** Subdivision

**Applicant's Request:** To develop a single family residential subdivision similar to Waterford to the south.

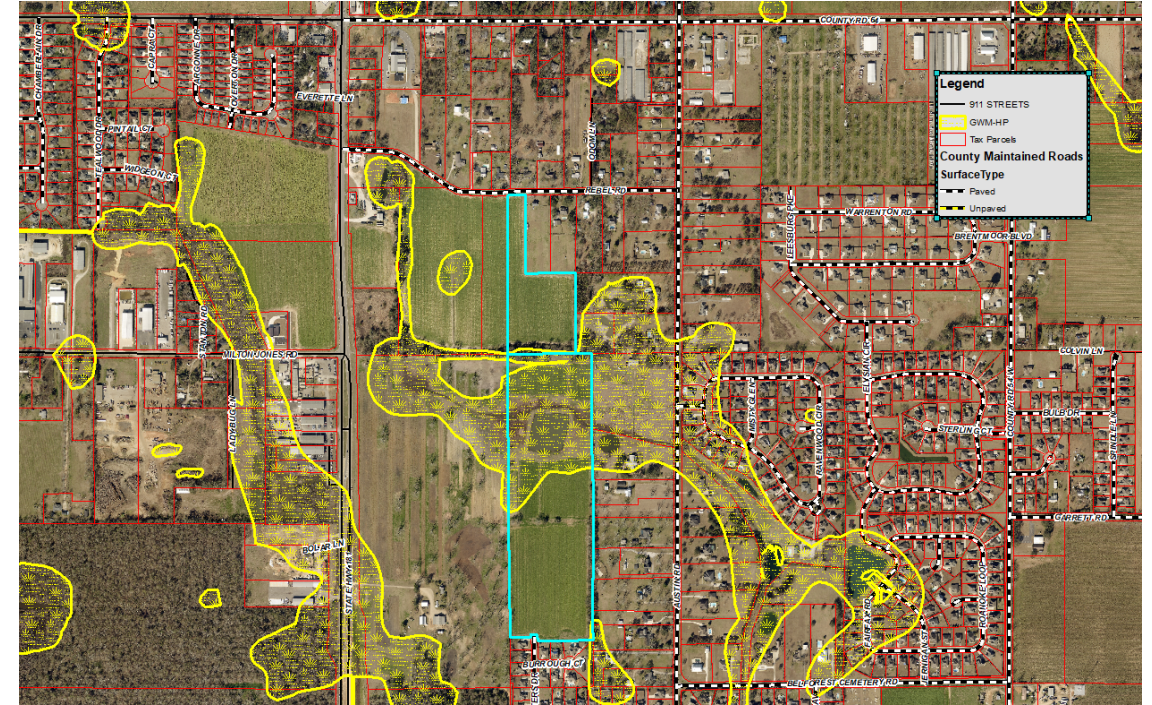
**Online Case File Number:** The official case number for this application is Z22-9, however, when searching online CitizenServe database, please use Z22-000009.



# Locator Map



# Site Map



## Adjacent Zoning

North

RSF-E, Single Family Estate District

South

RSF-2, Single Family District

East

RSF-E, Single Family Estate District

West

RSF-E, Single Family Estate District

## Adjacent Land Use

Agriculture

Residential

Residential

Agriculture



# Property Images





# Current Zoning Requirements

## Article 4 Residential Districts

### Section 4.1 RSF-E, Residential Single Family Estate District

4.1.1 *Generally.* This zoning district is provided to afford the opportunity for the choice of a very low density residential environment consisting of single family homes on estate size lots.

4.1.2 *Permitted uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).
- (c) Agricultural uses.
- (d) Single family dwellings including manufactured housing and mobile homes.
- (e) Accessory structures and uses.
- (f) The following institutional use: church or similar religious facility.

4.1.3 *Commission Site Plan Approval.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed by the site plan approval process:

- (a) Outdoor recreation uses.
- (b) The following institutional uses: day care home; fire station; school (public or private).
- (c) The following general commercial uses: country club.
- (d) The following local commercial use: bed and breakfast or tourist home (see *Section 13.11: Bed and Breakfast Establishments*).

4.1.4 *Special exception.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following use and structures designed for such use may be allowed as a special exception: Not Applicable

4.1.5 *Area and dimensional ordinances.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8: Highway*

*Construction Setbacks, Section 18.4 Variances, and Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35-Feet
Maximum Height in Habitable Stories	2 1/2
Minimum Front Yard	40-Feet
Minimum Rear Yard	40-Feet
Minimum Side Yards	15-Feet
Minimum Lot Area	80,000 Square Feet
Minimum Lot Width at Building Line	165-Feet
Minimum Lot Width at Street Line	165-Feet
Maximum Ground Coverage Ratio	.35

4.1.6 *Area and dimensional modifications.* Within the RSF-E district, area and dimensional requirements may be reduced, as set forth below, where property is divided among the following legally related family members: spouse, children, siblings, parents, grandparents, grandchildren, or step-related individuals of the same status.

Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	40,000 Square Feet
Minimum Lot Width at Building Line	120-Feet
Minimum Lot Width at Street Line	120-Feet

# Current Zoning Requirements

## Section 4.3 RSF-2, Single Family District

4.3.1 *Generally.* This zoning district is provided to afford the opportunity for the choice of a moderate density residential environment consisting of single family homes.

4.3.2 *Permitted uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).
- (c) The following agricultural uses: Silviculture.
- (d) Single family dwellings including manufactured housing and mobile homes.
- (e) Accessory structures and uses.
- (f) The following institutional use: church or similar religious facility.

4.3.3 *Commission Site Plan Approval.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed by the site plan approval process:

- (a) Outdoor recreation uses.
- (b) The following institutional uses: day care home; fire station; school (public or private).
- (c) The following general commercial uses: country club.
- (d) The following local commercial use: bed and breakfast or tourist home (see *Section 13.11: Bed and Breakfast Establishments*).

4.3.4 *Special exception.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following use and structures designed for such use may be allowed as a special exception: Not Applicable

4.3.5 *Area and dimensional ordinances.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8: Highway Construction Setbacks*, *Section 18.4 Variances*, and *Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35-Feet
Maximum Height in Habitable Stories	2 1/2
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	15,000 Square Feet
Minimum Lot Width at Building Line	80-Feet
Minimum Lot Width at Street Line	40-Feet
Maximum Ground Coverage Ratio	.35

# Proposed Zoning Requirements

## Section 4.4 RSF-3, Single Family District

4.4.1 *Generally.* This zoning district is provided to afford the opportunity for the choice of a moderate density residential environment consisting of single family homes.

4.4.2 *Permitted uses.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses shall be permitted:

- (a) The following general industrial uses: extraction or removal of natural resources on or under land.
- (b) The following transportation, communication, and utility uses: water well (public or private).
- (c) The following agricultural uses: Silviculture.
- (d) Single family dwellings including manufactured housing and mobile homes.
- (e) Accessory structures and uses.
- (f) The following institutional use: church or similar religious facility.

4.4.3 *Commission Site Plan Approval.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed by the site plan approval process:

- (a) Outdoor recreation uses.
- (b) The following institutional uses: day care home; fire station; school (public or private).
- (c) The following general commercial uses: country club.
- (d) The following local commercial use: bed and breakfast or tourist home (see *Section 13.11: Bed and Breakfast Establishments*).

4.4.4 *Special exception.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following use and structures designed for such use may be allowed as a special exception: Not Applicable

4.4.5 *Area and dimensional ordinances.* Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, *Section 12.4: Height Modifications*, *Section 12.5: Yard Requirements*, *Section 12.6: Coastal Areas*, *Section 12.8: Highway Construction Setbacks*, *Section 18.4 Variances*, and *Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35-Feet
Maximum Height in Habitable Stories	2 1/2
Minimum Front Yard	30-Feet
Minimum Rear Yard	30-Feet
Minimum Side Yards	10-Feet
Minimum Lot Area	10,000 Square Feet
Minimum Lot Width at Building Line	80-Feet
Minimum Lot Width at Street Line	40-Feet
Maximum Ground Coverage Ratio	.35



# Concept Plan (subdivision not for consideration at May meeting)



<b>TOTAL ACRES</b>	<b>54.2 Ac</b>
<b>R-3 Lots</b>	<b>104</b>
<b>Typ. Lot</b>	<b>80'x140'</b>
<b>Buildable Area</b>	<b>60'x80'</b>
<b>Density</b>	<b>1.9 / Ac</b>
<b>Current Zoning</b>	<b>ER &amp; RSF-2 (County)</b>
<b>Zoning Req'd</b>	<b>RSF-3 (County)</b>
<b>Streets</b>	<b>6406 lf</b>
<b>Asphalt</b>	<b>17179 sy</b>
<b>Curbing</b>	<b>12416 lf</b>
<b>Pond Areas</b>	<b>183,540 sf</b>

## Open Space Summary

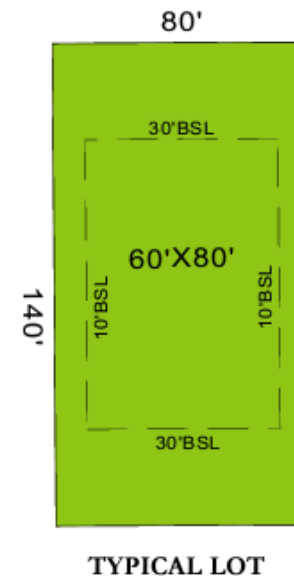
<b>TOTAL</b>	<b>13.05 Ac. (24.1% of Total Site)</b>
<b>Ponds</b>	<b>4.9 Ac. (37.5% of Open Space)</b>
<b>Wetlands</b>	<b>3.7 Ac. (28.4% of Open Space)</b>
<b>Uplands</b>	<b>4.45 Ac. (34.1% of Open Space)</b>

**BERTOLLA - 53.4 AC.**  
**Daphne, AL**



<b>TOTAL ACRES</b>	<b>54.2 Ac</b>
<b>R-3 Lots</b>	<b>104</b>
<b>Typ. Lot</b>	<b>80'x140'</b>
<b>Buildable Area</b>	<b>60'x80'</b>
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<b>Pond Areas</b>	<b>183,540 sf</b>

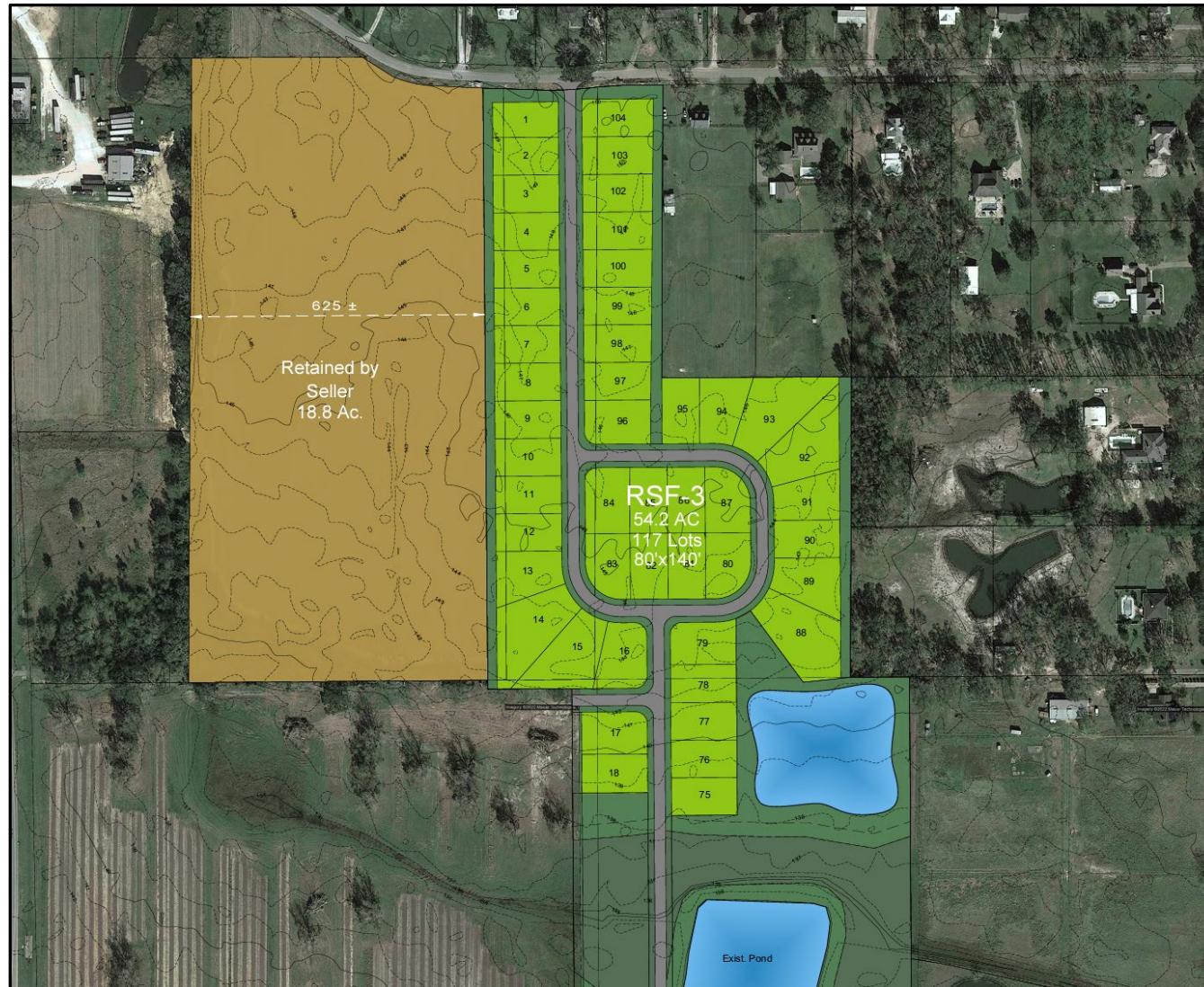
PPIN:  
108177  
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63024  
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# Concept Plan (subdivision not up for approval at May meeting)

## NORTH SECTION



## SOUTH SECTION





# Staff Analysis and Findings

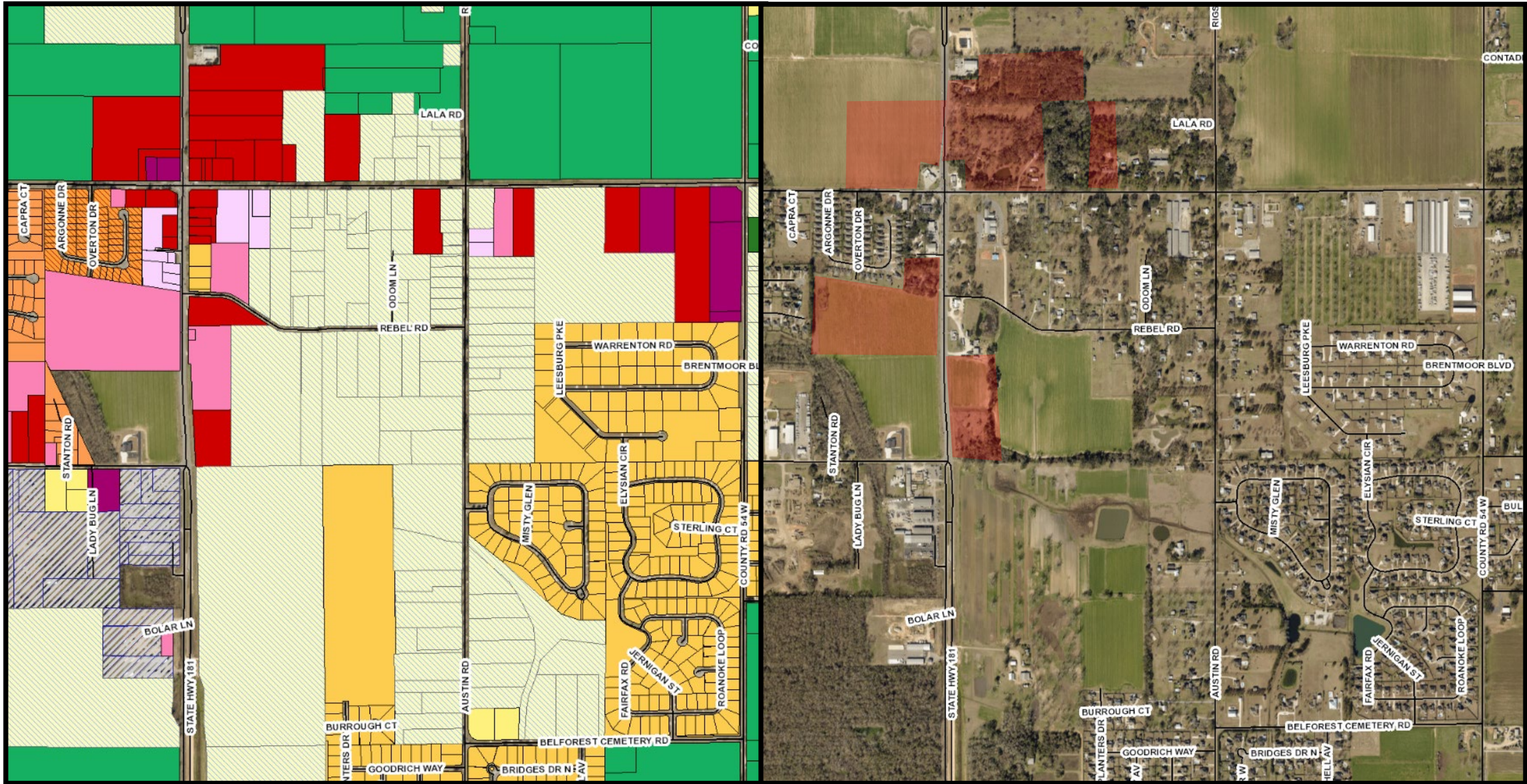
## **1.) Is the requested change compatible with the existing development pattern and the zoning of nearby properties?**

The subject property is currently zoned RSF-E, Single Family Estate District, and RSF-2, Single family District and is undeveloped. The adjacent properties are zoned the same RSF-E and RSF-2. The adjacent uses are residential and agriculture.

However, a development trend appears to exist from an intensified commercial node at the intersection of SR 181 and County Road 64. Because zoning encourages a transition from more intense uses to less intense uses, a higher intensity residential use is likely an appropriate transition from the commercial growth at the commercial node and the existing residential developments.

That said, staff notes that the commercial development trend may be somewhat misrepresented by the intensely zoned, yet undeveloped, commercial property in the area.







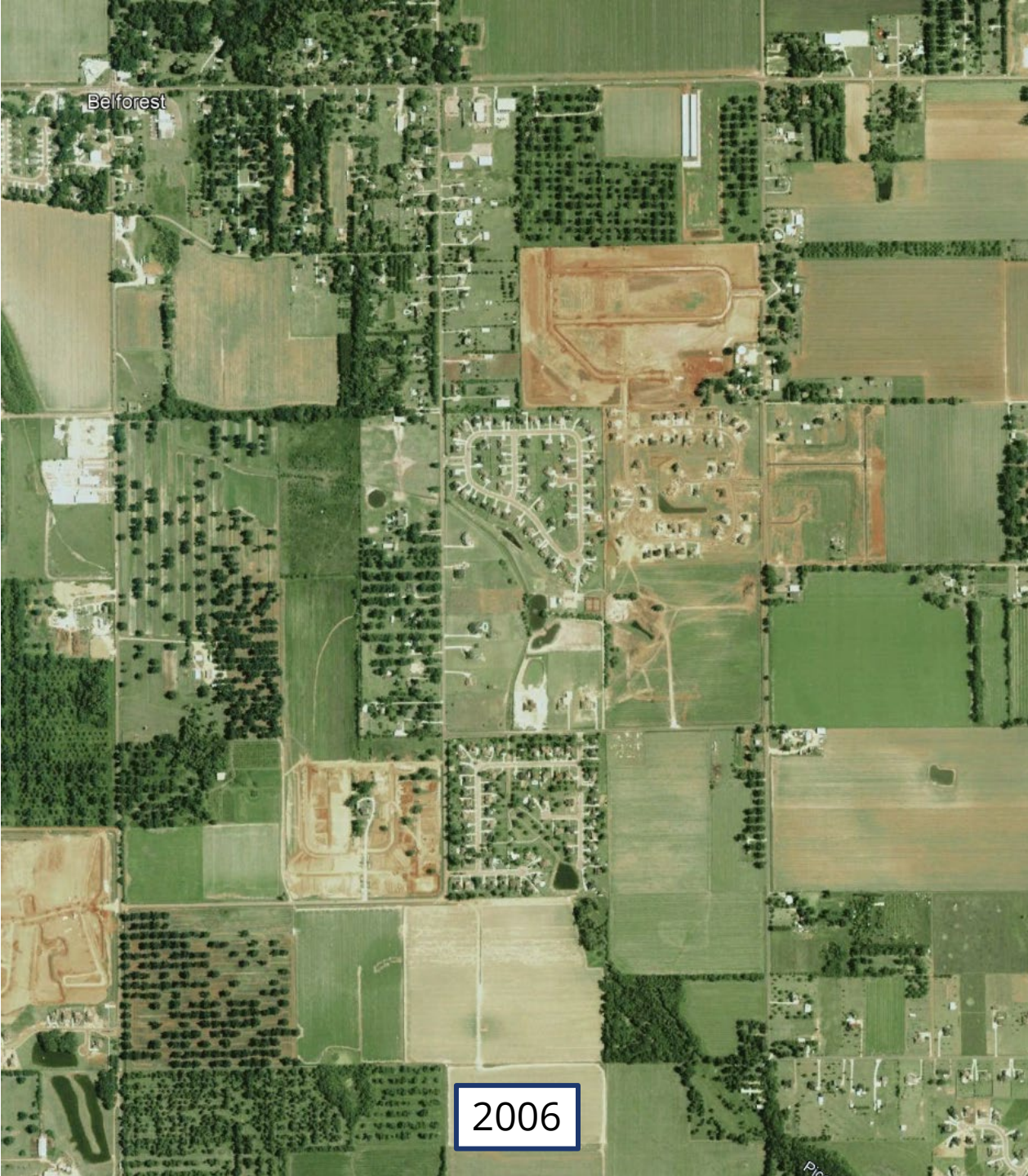
# Staff Analysis and Findings

**2.) Has there been a change in the conditions upon which the original zoning designation was based? Have land uses or conditions changed since the zoning was established?**

The zoning for Planning District 15 was adopted by the County Commission on August 1, 2006. Since this time there have been multiple rezonings in the area, mainly along SR 181 and County Rd 64. Many of these rezonings were commercial.

A review of aerial photography shows significant development change within the Belforest Community (see next slide) though it is noted that most of this change took place in the form of residential development.







# Staff Analysis and Findings

## **3.) Does the proposed zoning better conform to the Master Plan?**

The Baldwin County Master Plan, 2013, provides future land use designations for properties located within the zoned areas of the County. These categories represent the recommendations for the physical development of the unincorporated areas of the County. They are intended for planning purposes only and do not represent the adoption of zoning designations for areas which have not voted their desire to come under the zoning authority of the Baldwin County Commission. Although not legally binding, the future land use designations are evaluated in conjunction with criteria found in the Baldwin County Zoning Ordinance (Zoning Ordinance), the Baldwin County Subdivision Regulations, the Baldwin County Flood Damage Prevention Ordinance and any other ordinances and regulations which the County Commission may adopt.

A future land use designation of Residential is provided for the subject property. This category is provided for residential dwelling units including single family dwellings, two family (duplex) dwellings, multiple family dwellings, manufactured homes, manufactured housing parks and Planned Residential Developments. Institutional uses, recreational uses and limited neighborhood commercial uses may be included subject to the provisions of the Zoning Ordinance. To the greatest extent possible, residential areas should be accessible to major thoroughfares connecting with work areas, shopping areas and recreational areas. Zoning designations may include RR, RA, CR, RSF-E, RSF-1, RSF-2, RSF-3, RSF-4, RSF-6, RTF-4, RTF-6, RMF-6, HDR, RMH and PRD. Approval of the requested rezoning will not require a change to the Future Land Use Map.

# Staff Analysis and Findings

## **4.) Will the proposed change conflict with existing or planned public improvements?**

Staff is unaware of any planned public improvements.

## **5.) Will the proposed change adversely affect traffic patterns or congestion?**

Per the Federal Highway Administration, the functional classification of Rebel Road is local. They are not intended for use in long distance travel, except at the origin or destination end of the trip, due to their provision of direct access to abutting land. Bus routes generally do not run on Local Roads. They are often designed to discourage through traffic. As public roads, they should be accessible for public use throughout the year.

# Staff Analysis and Findings

**6.) Is the proposed amendment consistent with the development patterns in the area and appropriate for orderly development of the community? The cost of land or other economic considerations pertaining to the applicant shall not be a consideration in reviewing the request.**

The primary surrounding land uses are residential and agriculture. In District 15 local provisions the Advisory Committee stated what their philosophy is for this district:

It is the intent of the District 15 Advisory Committee to encourage residential zoning for the vast majority of District 15, and furthermore, to encourage zoning in the areas of RSF-E, Residential Single Family Estate District, and RSF-1, Single Family District, when possible in order to protect the values of homes and properties already established throughout the district. While we understand the need for affordable housing and commercial growth when properly zoned, we believe that protecting property values should be higher priority in making future zoning decisions.

Staff has received no substantive evidence that an RSF-3 zoning would negatively impact the home values of surrounding neighborhoods. If such evidence is presented, an RSF-3 rezoning would likely be inappropriate.

**7.) Is the proposed amendment the logical expansion of adjacent zoning districts?**

Though, this area of Planning District 15 consists mostly of residential districts, the proposed land to be rezoned is situated in a transition area between commercially zoned and residentially zoned properties.



## Staff Analysis and Findings

**8.) Is the timing of the request appropriate given the development trends in the area?**

Staff believes that timing is not an issue.

**9.) Will the proposed change adversely impact the environmental conditions of the vicinity or the historic resources of the County?**

Staff is unaware of any environmental conditions or historic resources that would be adversely impacted by this request. The Alabama Department of Environmental Management (ADEM) provided no comments.

**10.) Will the proposed change adversely affect the health, safety and welfare of the County and the vicinity?**

Staff anticipates no adverse impacts, though does note the presence of potential wetlands on the site. Wetlands may not be filled to create buildable lots. The wetlands will need to be delineated during the subdivision process and must be set aside in common areas or protective easements. Access to this site would require approval from the Baldwin County Highway Department.

**11.) Other matters which may be appropriate.**

# Agency Comments

**ALDOT, Michael Smith:** No Comment

**ADEM, Scott Brown:** No Comment

**BCBE:** No Comment

**City of Daphne:** No Comment

**Mary Booth, Subdivision Coordinator:**

- a. Applicant will need to submit a sketch plan application via Citizenserve Portal, to be followed up by a pre-app meeting and will need to comply with current subdivision regulations and zoning ordinance when submitting subdivision applications.
- b. Concur with Hwy comments.

# Agency Comments

## **Baldwin County Highway Department – Weesie Jeffords:**

- a. Rebel Rd to the north of the property and Planters Drive to the south are both County Maintained classified as local roads. A traffic study will be required for the proposed concept with the developer responsible to construct any required improvements warranted by the study or identified by either ALDOT or Baldwin County Highway Department. No scoping meeting has occurred for the site yet and will be needed.
- b. Existing stormwater passing through the site would need to be accounted for in the stormwater report. The concept plan shows the existing area that ponds to remain, and additional detention or retention area anticipated for construction. Current condition varies on the property and will need further review.
- c. Full sidewalk construction would be required for the shown concept if a subdivision is proposed and would need to tie into any existing sidewalks.

# 7.D) Z22- 9 BERTOLLA PROPERTIES, LLC PROPERTY

Lead Staff: Celena Boykin, Senior Planner

Current Single  
Family (RSF-2 and  
RSF-E)

Requested Zoning:  
Single Family (RSF-3)



Rural

Single Family

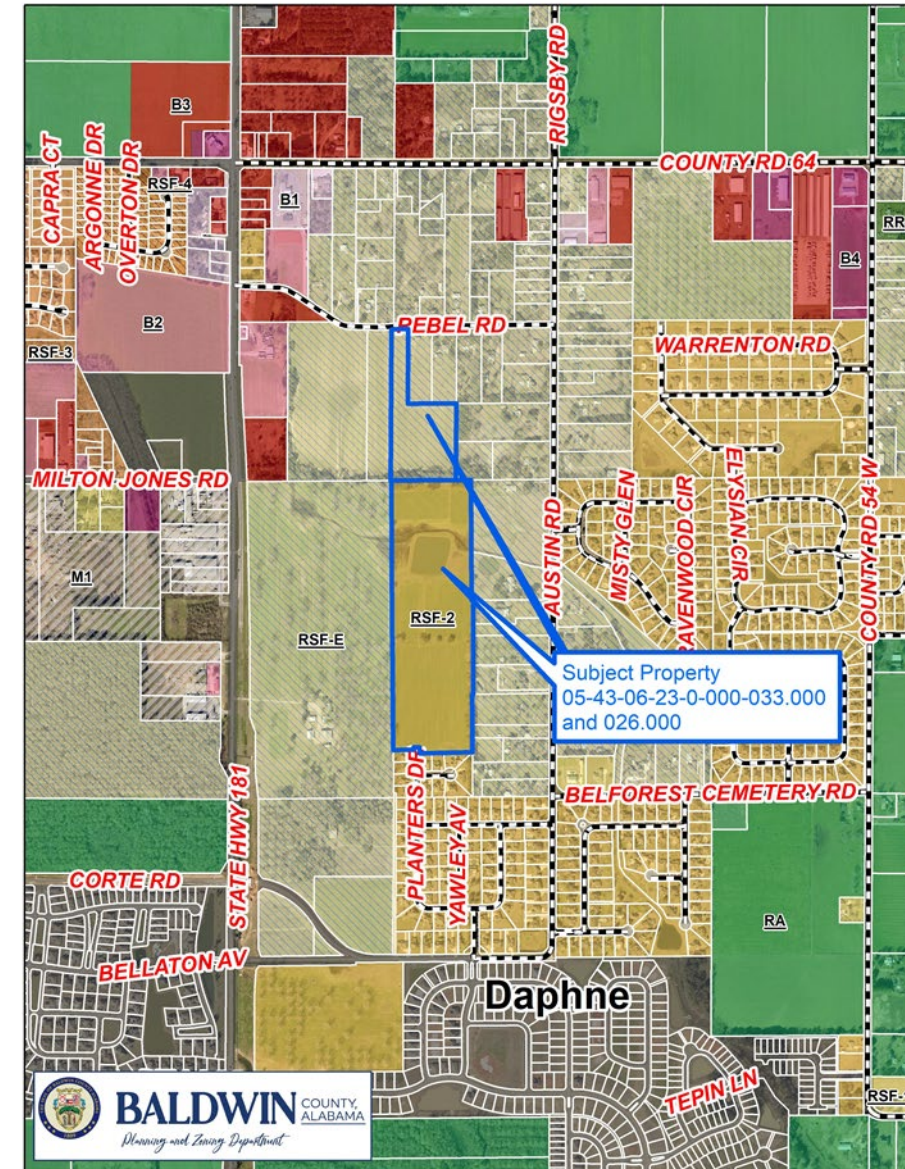
Multi-Family

Resort/RV

Businesses

Major Commercial

Industrial



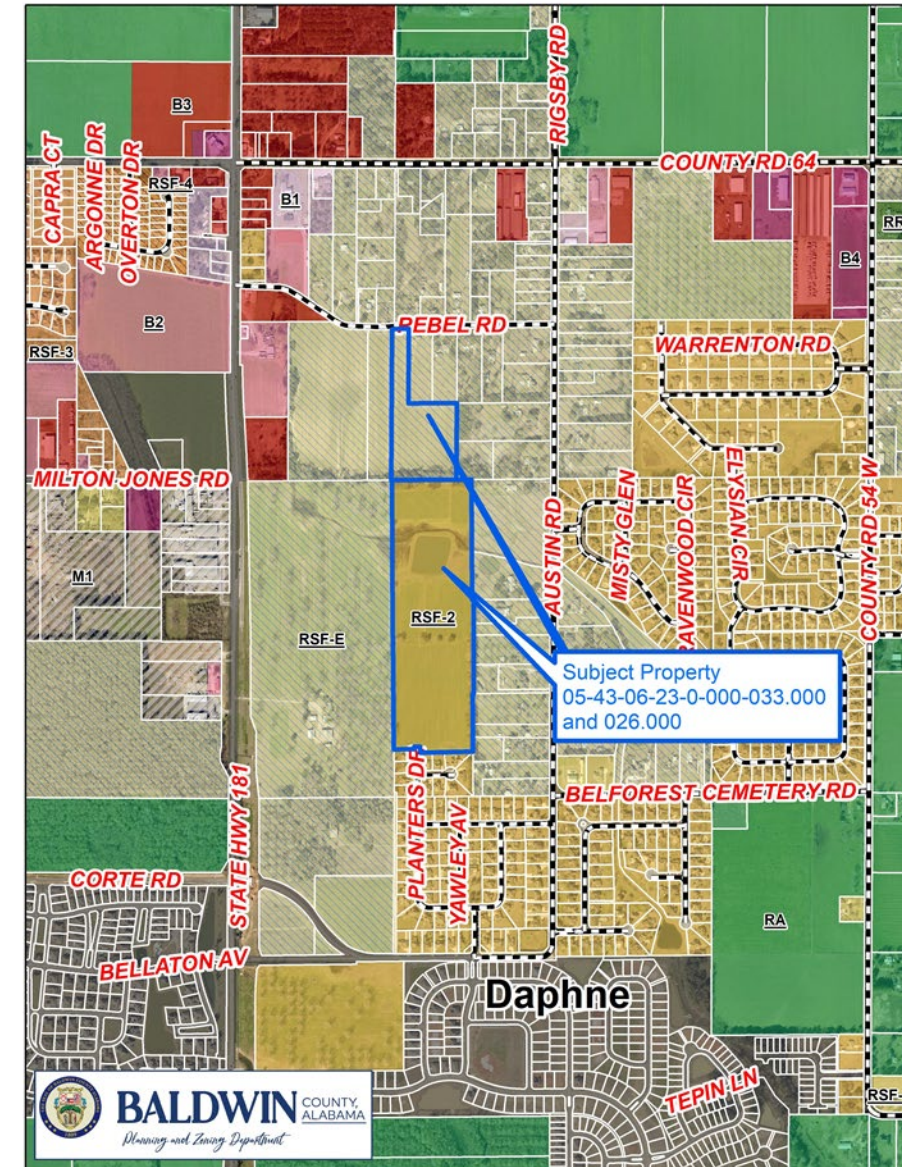


# 7.D) Z22- 9 BERTOLLA PROPERTIES, LLC PROPERTY

Lead Staff: Celena Boykin, Senior Planner

## Staff's Summary and Comments:

As stated previously, the subject property is currently zoned RSF-E, Single Family Estate District, and RSF-2, Single Family District, and is currently farmed. The property adjoins Rebel Road. The adjoining properties are residential and agriculture. The requested zoning designation is RSF-3, Single Family District. According to the submitted information, the purpose of this request is to allow a rezoning so that a single-family subdivision can be created. If the property is rezoned, the subdivision will be separately reviewed and approved by the City of Daphne Planning Commission and Baldwin County staff.



# 7.D) Z22- 9 BERTOLLA PROPERTIES, LLC PROPERTY

Lead Staff: Celena Boykin, Senior Planner

## Staff's Recommendation:

Unless information to the contrary is revealed at the public hearing, staff feels this rezoning application should be recommended for **Approval**.\*

*\*On rezoning applications, the Planning Commission will be making a recommendation to the County Commission.*

**STATE OF ALABAMA**

**COUNTY OF BALDWIN**

**RESOLUTION # 2022-093**

DETERMINATION OF THE BALDWIN COUNTY COMMISSION, REGARDING **CASE No. Z22-9 Bertolla Property** SUCH DETERMINATION AS AUTHORIZED PURSUANT TO SECTION 45-2-261 THROUGH SECTION 45-2-261.18, CODE OF ALABAMA (1975).

**WHEREAS**, SE Civil has petitioned the Baldwin County Commission to rezone certain property, in Planning (Zoning) District No. 15, for property identified herein and described as follows:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA, AND RUN THENCE NORTH 00 DEGREES 18 MINUTES 53 SECONDS EAST, A DISTANCE OF 2659.50 FEET; THENCE RUN SOUTH 89 DEGREES 48 MINUTES 47 SECONDS EAST, A DISTANCE OF 1076.16 FEET FOR THE POINT OF BEGINNING; THENCE RUN SOUTH 00 DEGREES 17 MINUTES 00 SECONDS EAST, A DISTANCE OF 10.00 FEET; THENCE RUN NORTH 89 DEGREES 43 MINUTES 54 SECONDS EAST, A DISTANCE OF 203.16 FEET; THENCE RUN SOUTH 00 DEGREES 05 MINUTES 50 SECONDS WEST, A DISTANCE OF 2237.17 FEET; THENCE RUN NORTH 89 DEGREES 14 MINUTES 54 SECONDS EAST, A DISTANCE OF 54.00 FEET TO A POINT ON THE NORTHWEST CORNER OF WATERFORD, PHASE II, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT SLIDE 2320-A, BALDWIN COUNTY PROBATE RECORDS; THENCE RUN ALONG THE NORTH MARGIN OF SAID WATERFORD, PHASE II THE FOLLOWING DESCRIBED COURSES:

NORTH 89 DEGREES 14 MINUTES 54 SECONDS EAST, A DISTANCE OF 170.41 FEET;

NORTH 00 DEGREES 05 MINUTES 04 SECONDS EAST, A DISTANCE OF 19.04 FEET;

SOUTH 89 DEGREES 58 MINUTES 21 SECONDS EAST, A DISTANCE OF 50.00 FEET;

SOUTH 00 DEGREES 05 MINUTES 04 SECONDS WEST, A DISTANCE OF 51.36 FEET;

NORTH 89 DEGREES 14 MINUTES 54 SECONDS EAST, A DISTANCE OF 440.13 FEET TO THE NORTHEAST CORNER OF SAID WATERFORD PHASE II; THENCE RUN NORTH 00 DEGREES 14 MINUTES 15 SECONDS EAST, A DISTANCE OF 2278.65 FEET; THENCE RUN SOUTH 89 DEGREES 33 MINUTES 38 SECONDS WEST, A DISTANCE OF 148.34 FEET; THENCE RUN NORTH 00 DEGREES 04 MINUTES 15 SECONDS WEST, A DISTANCE OF 647.05 FEET; THENCE RUN SOUTH 89 DEGREES 47 MINUTES 28 SECONDS WEST, A DISTANCE OF 397.38 FEET; THENCE RUN NORTH 00 DEGREES 17 MINUTES 00 SECONDS WEST, A DISTANCE OF 623.41 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF REBEL ROAD (50 FOOT ROW); THENCE RUN SOUTH 88 DEGREES 59 MINUTES 22 SECONDS WEST, ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 72.62 FEET; THENCE RUN SOUTH 86 DEGREES 38 MINUTES 27 SECONDS WEST, ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 171.99 FEET; THENCE RUN NORTH 89 DEGREES 19 MINUTES 44 SECONDS WEST, ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 69.65 FEET; THENCE RUN NORTH 87 DEGREES 25 MINUTES 31 SECONDS WEST, ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 66.08 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY, RUN SOUTH 00 DEGREES 17 MINUTES 00 SECONDS EAST, A DISTANCE OF 1269.10 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 54.32 ACRES, MORE OR LESS.

Otherwise known as tax parcel number, **05-43-06-23-0-000-033.000 and 026.000** as found in the office of the Revenue Commissioner of Baldwin County, Alabama; and

**WHEREAS**, the petitioner has requested that the property herein identified be rezoned from RSF-2, Single Family District and RSF-E, Estate Single Family District, to RSF-3, Single Family District, and

**WHEREAS**, the Baldwin County Planning and Zoning Commission held a public hearing on May 5, 2022 and voted to recommend **Denial** of the rezoning request; and

**WHEREAS**, the Baldwin County Commission held a public hearing on June 21 2022; and

**WHEREAS**, the requirements of SECTION 45-2-261 THROUGH SECTION 45-2-261.18, CODE OF ALABAMA (1975), regarding procedures to consider this rezoning request, which would affect the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 15 Official Map, have been met; now therefore

**BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED**, That the petitioner's request to rezone the property (Case No. Z22-9, Bertolla Property) as herein identified and described

and as found within the confines of Planning (Zoning) District No.15 from RSF-2, Single Family District and RSF-E, Estate Single Family District, to RSF-4, Single Family District, which amends the Planning (Zoning) District Boundary designations of the Planning (Zoning) District No. 15 Official Map, is hereby **APPROVED**.

DONE, Under the Seal of the County Commission of Baldwin County, Alabama, on this the 21<sup>st</sup> day of June 2022.

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Commissioner James E. Ball, Chairman

*ATTEST*

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Ronald J. Cink, Interim County Administrator



Greg Seibert made a motion to recommend denial based on the danger to the intersection of US Highway 98 and County Road 91 and the issue of compatibility with the density of this development vs. the rest of the area. Bill Booher seconded. All members voted aye. **Motion to recommend denial of Case Z22-5 Swift Land & Timber LLC Property based on the danger to the intersection of US Highway 98 and County Road 91 and the issue of compatibility with the density of this development vs. the rest of the area carries on a vote of 6-0.**

**c.) Case Z22-6 Action Auto Wholesale Property**

Request to rezone approximately 1.00 acres from B-2 to B-3 to allow used car sales and a tire shop on the property. The subject property is located at 34382 US Highway 98 in Planning District 33.

Matthew Brown presented the case and reported recommendation of approval by staff. There was no one signed up to speak in favor or opposition of the request. Michael Mullek made a motion to recommend approval. Robert Davis seconded the motion. All members voted aye. **Motion to recommend approval of Case Z22-6 Action Auto Wholesale Property rezoning request from B-2 to B-3 carries on a vote of 6-0.**

**d.) Case Z22-7 Herndon Property**

Request to rezone approximately 4.27 acres from RSF-1 to RSF-2 to allow lots with 80' frontage to a depth of 200'. The subject property is located south of County Road 32, west of Calloway Drive in Planning District 26.

Celena Boykin presented the case and reported recommendation of approval by staff with conditions and answered questions. Applicant Ray Herndon addressed the commission and answered questions. William Omeara spoke in oppositions. Mrs. Boykin reported numerous letters and calls in opposition. Mr. Brown, and Weesie Jeffords answered commission questions.

Bill Booher made a motion to recommend denial based on the density in the area. Michael Mullek seconded the motion. All members voted aye. **Motion to recommend denial of Case Z22-7 Herndon Property rezoning from RSF-1 to RSF-2 based on the density carries on a vote of 6-0.**

**e.) Case Z22-8 Vasut Properties**

Request to rezone approximately 39 acres from RA to RSF-4 to allow development of a residential subdivision. The subject property is located on the west side of State Highway 59 south of Thompson Road in Planning District 12.

Celena Boykin presented the request and reported recommendation of approval by staff and answered questions. Ercil Godwin was present to represent the applicant. Greg Nave spoke in opposition.

Daniel Nance made a motion to recommend approval for the rezoning request to County Commission. Greg Seibert seconded the motion. Michael Mullek voted nay. All other members voted aye. **Motion to recommend approval for Case Z22-8 Vasut Property rezoning request from RA to RSF-4 carries on a vote of 5-1.**

**f.) Case Z22-9 Bertolla Properties LLC Property**

Request to rezone approximately 44.4 acres from RSF-2 and RSF-E to RSF-3 to allow development of a residential subdivision. The subject property is located on the south side of Rebel Road east of State Highway 181 in Planning District 15.

Michael Mullek recused himself from this case. Matthew Brown presented the case and reported recommendation of approval by staff. David Diehl with SE Civil and Jessica McDill spoke in favor of the request. Neal Arnold, Cristina Nave, Alex Bailey, Miranda Merritt, Daryl Cleworth, Adrienne Jones, Kelly Stewart, James Lassiter, Brien Griggers, Stephen George, Bailey Chastang, Greg Nave, and Jason Sanders spoke in opposition. Matthew Bailey and David Wilson signed up in opposition but did not speak.

Greg Seibert made a motion to recommend denial based on influx of traffic in the area and questions regarding compatibility when it comes to density. Robert Davis seconded the motion. Michael Mullek was recused. All other members voted aye. **Motion to recommend denial of Case Z22-9 Bertolla Properties LLC based on the traffic carries on a vote of 5-0.**

**g.) Case TA-22001 Amendments to the Baldwin County Zoning Ordinance**

Proposed amendments to the Baldwin County Zoning Ordinance.

Matthew Brown presented the proposed text amendments to the Baldwin County Zoning Ordinance and reported recommendation of approval by staff.

Chris Head spoke in opposition of the Aquaculture amendments. Kelly Stewart requested amendments to the Planning District 15 Local Provisions to only allow RSF-E and RSF-1 residential zoning and to take out the section that refers to property values.

After discussion, Daniel Nance made a motion to recommend approval of the proposed text amendments with conditions. Bill Booher seconded the motion. All members voted aye. **Motion to approve Case TA-22001 Amendments to the Baldwin County Zoning Ordinance with the conditions listed below carried on a vote of 6-0.**

- **Strike the language in District 15 local provisions regarding property values to make it clear that only rezonings to RSF-E and RSF-1 will be permitted in District 15.**
- **Strike the Aquaculture language.**
- **Revisit food truck language to ensure that it is sufficiently comprehensive.**

**VIII. OLD BUSINESS**

**a.) Case Z-19009 Seaglade at St. Andrews Bay PRD 1-Year Extension Request**

Request for a 1-year extension for PRD on property located on the south side of State Highway 180 west of Triple Tail Lane and east of Pontoon Lane in the Fort Morgan area. The subject property is zoned RSF-1 and RSF-4 in Planning District 25.

Ashley Campbell presented the request and reported recommendation of approval of the extension by staff. Mrs. Campbell stated this is the second and last PRD extension request the applicant can ask for. There was no one signed up to speak in favor or opposition of the request.

Robert Davis made a motion to approve the extension. Daniel Nance seconded the motion. All members voted aye. **Motion to approve Case Z-19009 Seaglade at St. Andrews Bay PRD 1-Year Extension carries on a vote of 6-0.**

BALDWIN COUNTY PLANNING & ZONING COMMISSION

Voting Sheet

**Z22-9**

**Bertolla Property**

**5-5-2022**

MOTION:	TO RECOMMEND DENIAL BASED ON THE TRAFFIC
MADE BY:	GREG SEIBERT
2 <sup>ND</sup> BY:	ROBERT DAVIS

MEMBER	IN FAVOR OF MOTION	OPPOSED TO MOTION
Steven Pumphrey	-	-
Daniel Nance	X	
Brandon Bias	-	
Robert Davis	X	
Plumer Tonsmeire	-	
Jason Padgett	X	
Michael Mullek	RECUSE	
Greg Seibert	X	
Bill Booher	X	
Jamie Strategier	-	
<u>VOTE TOTAL</u>	5	0

MOTION TO RECOMMEND DENIAL CARRIES ON A VOTE OF 5-0



**D Hart**

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**From:** Ken Klinzman <klinzman@sbcglobal.net>  
**Sent:** Wednesday, May 4, 2022 8:40 PM  
**To:** Planning  
**Subject:** Belforest planning meeting May 5

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Hello,

I am writing to voice my opposition to the new subdivisions being considered for the Belforest area. Our roads and infrastructure including schools cannot handle the no -stop growth here. Hwy 64 can't manage this growth here. It already needs to be 3 lanes in both directions from Daphne to Loxley.

I would like to propose that the county pass an ordinance requiring builders of subdivisions to build and pay for the expansion of the roads and sidewalks where they build. They should also help pay for new schools for the growth they are bringing here.

This was done in Palm Beach County Florida in the 80s and the subdivision builders there didn't even flinch. Every road around or near the subdivisions build since the 80s are all 6 lanes with medians and sidewalks. That county saw tremendous growth throughout the 70s 80s 90s and this growth continues to the present day.

Please do the same here for Daphne, Fairhope and the rest of Baldwin County. Thank you.

Kenneth Klinzman  
Belforest homeowner.

Sent from my iPhone



D Hart

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**From:** Karen Brian <karen.brian@gmail.com>  
**Sent:** Thursday, May 5, 2022 8:13 AM  
**To:** Planning  
**Subject:** Belforest planning

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Please consider doing the same (Community Development Districts) thing Lakewood Ranch Florida has done for decades. It provides/funds the infrastructure needed for developments.

I oppose huge subdivisions in this area, but I realize the developers (a/k/a DR Horton, Truland, etc.) have huge amounts of money and clout to get these things pushed through. Especially given that some of the county officials are aligned with them business wise.

If you are going to allow these subdivisions to be built, you MUST have the infrastructure paid for by the developers/home owners and not the general public who will suffer the additional traffic and school taxes anyway.

<https://mylwr.com/165/Community-Development-Districts-CDD>

Thank you,  
Karen Brian  
11157 Redfern Rd.  
Daphne, AL 36526

Sent from my iPad

**D Hart**

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**From:** GLORIA CLARK <glorialclark@aol.com>  
**Sent:** Tuesday, May 3, 2022 11:39 AM  
**To:** Planning  
**Subject:** Bertolla Properties Rezoning

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I am a current resident of Belforest. I'd like to voice my opposition to the rezoning of the Bertolla 44.4 acres from RSF-2 and RSF-E to RSF-3.

It is my opinion that our area of the county is growing at too fast a pace. The additional 100+ homes that this rezoning would allow for would surely have dire consequences for our community. It would create more traffic than our roads can safely handle. Schools, utilities, water, and fire protection can't support this rapid growth. Water runoff from new construction will potentially cause issues with flooding during our heavier rainfalls. Property values would decrease as we will lose our safe, picturesque, countryside atmosphere and are instead surrounded by many cookie-cutter houses and concrete drives on all sides. Most of us moved here to escape the rushed and crowded city life.

I ask you to please consider the voices from the many who currently reside in this community.

Thank you,  
Gloria Clark

Sent from my iPhone

**D Hart**

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**From:** Joe Vosicky <jevosicky2@gmail.com>  
**Sent:** Wednesday, May 11, 2022 9:19 AM  
**To:** Planning  
**Subject:** Bertolla Property Development: Z22-9

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Good morning,

We live adjacent to the Bertolla property and have reviewed all the documents currently available on your planning. Website.

One document of particular interest to us is the Storm Water Report - possibly it has not been completed and when do you anticipate it being available for review?

Additionally, several weeks ago there were surveyors on our property who stated that their topographical measurements for the Bertolla property would be available to review; possibly you have that information as well.

Looking forward to hearing from you.

Joe & Kim Vosicky  
25091 Austin Road  
Daphne, AL  
36526

## LETTER OF OPPOSITION

**to the proposed rezoning and development at Rebel Road in Planning District 15 (Case # Z22-000009)**

To Whom It May Concern:

I am Bobbi Jo Machholz, a resident living at 10135 Rebel Rd.. My property either adjoins or will be impacted by the proposed property in the subject line. As part of the Belforest Community, I am writing to express my opposition to the proposed rezoning and development of the property at Rebel Road and the Waterford Subdivision.

In reviewing the current permit application, the developer has designated a current zoning of RSF-2. This is only true for part of the proposed land. The land adjoining Rebel Road is currently zoned RSF-E. The current zoning ordinance of RSF-E which is 80,000 square feet is consistent with all adjoining properties in this area and most other properties in the immediate area. The proposed zoning of RSF-3 which is 10,000 square feet would not only be counter to all adjoining properties but would strain the infrastructure and stormwater controls already in place. This would also be 5,000 sq/ft or 30% reduction of lot size compared to the adjoining Waterford Subdivision which would be counter to home values in this current designation.

It should be noted that this area is already under heavy development just South in the Jubilee Farms Subdivision and infrastructure and traffic concern has already been risen. The area of concern (Rebel Road) has been heavily congested and used as a thoroughfare for traffic from the Austin Road and County Road 64 corridor. This area has seen a large increase of traffic since the construction of the new Belforest Elementary. This area has already observed 2 major flooding events in the last 10 years that has flooded or inundated households that previously were of no risk. Additional development would further complicate stormwater runoff and adversely affect surrounding areas. Page 3 of the Baldwin County Master Plan states *"We desire for our children to have employment opportunities in Baldwin County resulting from continued economic growth, but this growth must complement our environment, character, history and culture."* It's my belief that the environment and character of the surrounding area would be adversely impacted. Also, Section 45-2-261.06 of the Master Plan states, *"zoning ordinances, and regulations shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted, and harmonious development of the county which will in accordance with present and future needs best promote the health, environment, safety, morals, order, convenience, prosperity, and general welfare, as well as efficiency and economy in the process of development, and shall promote safety from fire, flood, and other dangers and the healthful and convenient distribution of population."*

Lastly, I do not agree with the applicant's comment on the current zoning designations. Question 2 of the application process states *"Has there been a change in the conditions upon which the original zoning designation was based? Has land uses or conditions changed since the zoning was established?"* The applicant feels that the zoning designations were merely



placed on these properties as place holders and hold no value. I do not agree with this statement. Existing zoning and their designations matter and are considered when purchasing property. The land use and conditions for these properties have not changed and neither have the adjoining properties.

**In summary, my opposition is based on these potential/probable negative effects:**

- The loss of neighborhood and community character.
- A decrease in the market value of my home and land.
- Increased traffic congestion adding to an already dangerous situation at Austin Road & Rebel Road. The applicant indicated in Question 4 of their application that they do not anticipate adversely impacting traffic patterns or congestion which I do not agree with.
- The destruction of green space and mature trees which would adversely impact the stormwater runoff that has already been noted as an issue.

I would like to request that the commission not authorize the rezoning to the RSF-3 designation on the above property or to consider the rezoning to a RSF-1 designation which would be more in line with the current community.

Respectfully,

Name: Bobbi Jo Machholz  
Number: 720-339-4411  
Email: bobbijomachholz@gmail.com

**D Hart**

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**From:** Joe Vosicky <jevosicky2@gmail.com>  
**Sent:** Sunday, April 24, 2022 11:44 AM  
**To:** Planning  
**Subject:** Case # Z22-000009 Bertolla Properties LLC

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TO: Baldwin County Planning & Zoning Commission / Planning & Zoning Department

FR: Joe and Kim Vosicky / 25091 Austin Road, Daphne, AL 36526

RE: Comments Regarding Case # Z22-000009 / Bertolla Properties LLC Property / Planning District: 15

Date: April 25, 2022

Thank you for the opportunity to express our opposition to the proposed rezoning request Z22-000009 for the following reasons:

1. The land currently owned by Bertolla Property LLC is useful, productive agricultural land that is actively farmed and well managed.
2. This land has been used for agricultural purposes for well over a hundred years and represents an ever decreasing slice of Baldwin County history; a tribute to those folks who settled this area many years ago.
3. Allowing this land to be converted into a high density residential dwelling development is similar to an environmental disaster in that productive agricultural land (non-irrigated) that is currently in balance with the surrounding ecosystems will forever be changed for the detriment of the ecosystem itself and the current residents of Baldwin County through increased traffic, noise and automotive exhaust emission.
4. As is the case with all developments in Baldwin County, and this one being no different, a comprehensive water retention plan will need to be implemented should this project move forward.
5. We oppose the development of this amazing piece of productive agricultural land yet recognize the economic conflict it represents to the owner(s). I wish we had an easy answer for them other than to offer that you and your family before you were stewards of the land for many years so why sell out now?
6. Managing the flow of surface water from rain once the property is developed will be an issue and as property owners adjacent to yours, we oppose rezoning until a plan is developed to manage all surface waters which will stop our property from flooding.
7. Concerning to us is the possibility that all the trees along the East boarder of the Bertolla Property could be destroy, cut down, Replacing a shelter belt of trees for a view of single family high density dwellings is a very poor trade off that only benefits the developer economically. Recommend that any future site plans include the retention of the existing tree belt for the benefit of the ecosystem and residents on both sides of the property line.

Thank you.

Joe & Kim Vosicky  
25091 Austin Road  
Daphne, AL  
36526

D Hart

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**From:** Wib Magli <wrmagli@gmail.com>  
**Sent:** Monday, May 2, 2022 7:04 PM  
**To:** Planning  
**Subject:** Case # Z22-9 Bertolla Properties, LLC Property

This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Dear Chairman Pumphrey and Members of the Planning Commission:

I am writing to express my opposition to the rezoning of the Bertolla Properties, LLC property, case # Z22-9. Part of the property is currently zoned RSF-2 and part of the property is zoned RSF-E. The property can be developed under these classifications and these current classifications are consistent with the character of the neighborhood and previous development in the area. Rezoning is not consistent with the vision set forth by the District 15 Advisory Committee. One of the reasons that we have zoning is so that members of the community can have some expectation of what will be around them in the future. The subject property borders my own property and I have known all along that I can expect it to be developed under RSF-2 and RSF-E zoning. There has been no reason to expect it to be rezoned and developed otherwise.

Rezoning is an important tool that offers the flexibility to change zoning classifications when circumstances in an area change. However, in this case, circumstances have not changed in any way substantial enough to justifying rezoning these parcels. The parcels in question already have zoning in place that allows for residential development consistent with the character of the neighborhood and the vision of the District 15 Advisory Committee. In fact, Mr. Bertolla just recently purchased the northern most parcels. These parcels were zoned RSF-E when he purchased them, so there is no question of that zoning having been imposed on him. It was already in place when he bought the property. There is no reasonable expectation that it should change.

The only benefit to rezoning these parcels is that a development would be more profitable for the developer, but that is not a sufficient reason for rezoning. If zoning classifications are so easily changed, then the zoning code is essentially meaningless.

Sincerely,

Wib Magli  
25465 Austin Rd  
Daphne AL, 36526

D Hart

---

**From:** Bama Rock <rockcom8@gmail.com>  
**Sent:** Monday, May 2, 2022 4:14 PM  
**To:** Planning  
**Subject:** Case #Z22-000009 Bertolla Properties LLC Property

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To whom it may concern I am a resident of the Waterford Community . I have concerns about the rezoning of the property adjoining my development. When I originally purchased my home I knew there was a probability that future development would happen to the community. It was understood that any future development would be comparable to the homes in the current community.

This new rezoning is not comparable to the current homes and lot sizes. I have multiple concerns and questions regarding the rezoning. Will the rezoning affect my current property value? Will the current utilities be able to handle the added homes if the property is rezoned? Has a traffic study been done to show the difference between current zoning and proposed new zoning ? Will the local schools be able to handle the additional students if the new zoning passes?

I understand that development will be taking place. It's progress and I understand that , but I am hoping that the current resident's concerns will be considered.

Sincerely,

Jeremy Richardson



**D Hart**

---

**From:** Naomi Donaldson <nadon621@aol.com>  
**Sent:** Friday, May 6, 2022 10:06 AM  
**To:** Planning  
**Subject:** Case Z22 Proposed rezoning District 15

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Baldwin Planning Commission  
22251 Palmer Street  
Robertsdale AL 36567

Re: Case Z22-9 Bertolla Properties LLC

Mr Pumphrey and Commission Staff:

We attended the hearing last night and wish to thank each of you, and all involved in preparation for the meeting, for your professionalism in conducting the meeting, listening to the citizens' concerns and giving attention to the issues raised.

Sincerely,

Wayne and Naomi Donaldson  
10337 Burrough Ct  
Daphne AL 36526

**D Hart**

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**From:** Bob Derbes <bobderbes@gmail.com>  
**Sent:** Tuesday, May 3, 2022 3:42 PM  
**To:** Planning  
**Subject:** D.R.Horton Development

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I oppose the rezoning of our rural farm land as it will change our way of life here in the country. We are expanding way too fast already.  
No to High Density RSF-4 zoning!

Bob Derbes  
10540 Lyttleton Loop  
Lillian, AL 36549

**From:** [Matthew Brown](#)  
**To:** [D Hart](#)  
**Subject:** FW: Opposition letter for rezoning in Belforest -Bertolla  
**Date:** Thursday, May 5, 2022 6:31:55 AM  
**Attachments:** [Opposition Letter for Rezoning Belforest.docx](#)

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Matthew Brown  
Planning and Zoning Director  
Baldwin County Commission  
c: 251-421-0423

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**From:** kelly stewart <kpbstewart@gmail.com>  
**Sent:** Wednesday, May 4, 2022 11:20 PM  
**To:** Matthew Brown <Matthew.Brown@baldwincountyal.gov>  
**Subject:** Opposition letter for rezoning in Belforest -Bertolla

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Hi Matthew,  
Please accept this letter of opposition for the rezoning of the Bertolla property in Belforest.

Thank you,

Kelly Stewart

### LETTER OF OPPOSITION

to the proposed rezoning and development at Rebel Road in Planning District 15 (Case # Z22-000009)

To Whom It May Concern:

I am Lee Ann Garrett, a resident living at 10215 Rebel Road. My property either adjoins or will be impacted by the proposed property in the subject line. As part of the Belforest Community, I am writing to express my opposition to the proposed rezoning and development of the property at Rebel Road and the Waterford Subdivision.

In reviewing the current permit application, the developer has designated a current zoning of RSF-2. This is only true for part of the proposed land. The land adjoining Rebel Road is currently zoned RSF-E. The current zoning ordinance of RSF-E which is 80,000 square feet is consistent with all adjoining properties in this area and most other properties in the immediate area. The proposed zoning of RSF-3 which is 10,000 square feet would not only be counter to all adjoining properties but would strain the infrastructure and stormwater controls already in place. This would also be 5,000 sq/ft or 30% reduction of lot size compared to the adjoining Waterford Subdivision which would be counter to home values in this current designation.

It should be noted that this area is already under heavy development just South in the Jubilee Farms Subdivision and infrastructure and traffic concern has already been risen. The area of concern (Rebel Road) has been heavily congested and used as a thoroughfare for traffic from the Austin Road and County Road 64 corridor. This area has seen a large increase of traffic since the construction of the new Belforest Elementary. This area has already observed 2 major flooding events in the last 10 years that has flooded or inundated households that previously were of no risk. Additional development would further complicate stormwater runoff and adversely affect surrounding areas. Page 3 of the Baldwin County Master Plan states "We desire for our children to have employment opportunities in Baldwin County resulting from continued economic growth, but this growth must complement our environment, character, history and culture." It's my belief that the environment and character of the surrounding area would be adversely impacted. Also, Section 45-2-261.06 of the Master Plan states, "zoning ordinances, and regulations shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted, and harmonious development of the county which will in accordance with present and future needs best promote the health, environment, safety, morals, order, convenience, prosperity, and general welfare, as well as efficiency and economy in the process of development, and shall promote safety from fire, flood, and other dangers and the healthful and convenient distribution of population."

Lastly, I do not agree with the applicant's comment on the current zoning designations. Question 2 of the application process states "Has there been a change in the conditions upon which the original zoning designation was based? Has land uses or conditions changed since the zoning was established?" The applicant feels that the zoning designations were merely



placed on these properties as place holders and hold no value. I do not agree with this statement. Existing zoning and their designations matter and are considered when purchasing property. The land use and conditions for these properties have not changed and neither have the adjoining properties.

**In summary, my opposition is based on these potential/probable negative effects:**

- The loss of neighborhood and community character.
- A decrease in the market value of my home and land.
- Increased traffic congestion adding to an already dangerous situation at Austin Road & Rebel Road. The applicant indicated in Question 4 of their application that they do not anticipate adversely impacting traffic patterns or congestion which I do not agree with.
- The destruction of green space and mature trees which would adversely impact the stormwater runoff that has already been noted as an issue.

I would like to request that the commission not authorize the rezoning to the RSF-3 designation on the above property or to consider the rezoning to a RSF-1 designation which would be more in line with the current community.

Respectfully,

Name:

*Lee Ann Garrett*

Number:

*# 251-591-8594*

Email:

*la.garrett10215@aol.com*

LETTER OF OPPOSITION  
to the proposed rezoning and development at Rebel Rd in Planning District 15  
(Case #Z22-000009 Bertolla Properties LLC Property)

To Whom It May Concern:

I am a resident living at 24626 Planters Dr. in Daphne/Belforest, Alabama. My property in Waterford Subdivision will be impacted by the proposed development designated above.

Responses on the application raise concerns for those already dealing with strained infrastructure in the Belforest area. The application contains incorrect and misleading information about the current zoning. The parcel in question includes property adjacent to Rebel Rd. that is currently zoned RSF-E, not just RSF-2 as stated in the application. The proposed rezoning to RSF-3 with parcels 1/8 the size of an RSF-E lot would NOT be "compatible with the existing pattern and zoning of nearby properties." The applicant also stated that rezoning to RSF-3 is a "good transition" because a few lots in Waterford "currently do not meet the RSF-2 zoning but would meet the RSF-3 zoning." However, a cursory satellite view of the Waterford lots compared to an RSF-3 development to the south across Austin Rd, Jubilee Farms, shows a distinct difference in the character of these developments. Juxtaposing RSF-3 lots between the estate lots on Rebel road and the RSF-2 lots in Waterford would be highly *incompatible* with the current development.

These inaccuracies on the application call into question the good faith of the developers and raise significant concerns for those of us living in the area, which is already feeling the effects of strained infrastructure. Please deny the application for rezoning to RSF-3.

Thank you.

Respectfully,

John W. Ware

## LETTER OF OPPOSITION

**to the proposed rezoning and development at Rebel Road in Planning District 15 (Case # Z22-000009)**

To Whom It May Concern:

I am David Lyles, a resident living at 25779 Austin Road, Daphne AL, 36526. My property either adjoins or will be impacted by the proposed property in the subject line. As part of the Belforest Community, I am writing to express my opposition to the proposed rezoning and development of the property at Rebel Road and the Waterford Subdivision.

In reviewing the current permit application, the developer has designated a current zoning of RSF-2. This is only true for part of the proposed land. The land adjoining Rebel Road is currently zoned RSF-E. The current zoning ordinance of RSF-E which is 80,000 square feet is consistent with all adjoining properties in this area and most other properties in the immediate area. The proposed zoning of RSF-3 which is 10,000 square feet would not only be counter to all adjoining properties but would strain the infrastructure and stormwater controls already in place. This would also be 5,000 sq/ft or 30% reduction of lot size compared to the adjoining Waterford Subdivision which would be counter to home values in this current designation.

It should be noted that this area is already under heavy development just South in the Jubilee Farms Subdivision and infrastructure and traffic concern has already been risen. The area of concern (Rebel Road) has been heavily congested and used as a thoroughfare for traffic from the Austin Road and County Road 64 corridor. This area has seen a large increase of traffic since the construction of the new Belforest Elementary. This area has already observed 2 major flooding events in the last 10 years that has flooded or inundated households that previously were of no risk. Additional development would further complicate stormwater runoff and adversely affect surrounding areas. Page 3 of the Baldwin County Master Plan states *"We desire for our children to have employment opportunities in Baldwin County resulting from continued economic growth, but this growth must complement our **environment, character, history and culture.**"* It's my belief that the environment and character of the surrounding area would be adversely impacted. Also, Section 45-2-261.06 of the Master Plan states, *"zoning ordinances, and regulations shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted, and **harmonious development** of the county which will in accordance with present and future needs best promote the health, environment, safety, morals, order, convenience, prosperity, and general welfare, as well as efficiency and economy in the process of development, and shall promote **safety from fire, flood, and other dangers and the healthful and convenient distribution of population.**"*

Lastly, I do not agree with the applicant's comment on the current zoning designations. Question 2 of the application process states *"Has there been a change in the conditions upon which the original zoning designation was based? Has land uses or conditions changed since the zoning was established?"* The applicant feels that the zoning designations were merely



placed on these properties as place holders and hold no value. I do not agree with this statement. Existing zoning and their designations matter and are considered when purchasing property. The land use and conditions for these properties have not changed and neither have the adjoining properties.

**In summary, my opposition is based on these potential/probable negative effects:**

- The loss of neighborhood and community character.
- A decrease in the market value of my home and land.
- Increased traffic congestion adding to an already dangerous situation at Austin Road & Rebel Road. The applicant indicated in Question 4 of their application that they do not anticipate adversely impacting traffic patterns or congestion which I do not agree with.
- The destruction of green space and mature trees which would adversely impact the stormwater runoff that has already been noted as an issue.

I would like to request that the commission not authorize the rezoning to the RSF-3 designation on the above property or to consider the rezoning to a RSF-1 designation which would be more in line with the current community.

Respectfully,

Name:	<u>David Lyles</u>
Number:	<u>251-406-9197</u>
Email:	<u>david.lyles@outlook.com</u>



**D Hart**

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**From:** Miranda Merritt <mirandamerritt@yahoo.com>  
**Sent:** Monday, May 2, 2022 8:30 AM  
**To:** Planning  
**Subject:** LETTER OF OPPOSITION - Z22-9 Bertolla Properties

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LETTER OF OPPOSITION

Planning and Zoning Commission

Attn: Matt Brown

Re: Z22-9, Bertolla Properties LLC Property

Dear Mr. Brown,

My name is Miranda Merrit and my family and I live on Rebel Road. We have lived here for 15 years. I am writing in opposition to the rezoning of the area located in Belforest on the between Highway 181, Austin Road and Rebel Road. This area was zoned RFS-E with the option of being rezoned to RSF-1 in 2006 by the advisory board. Everyone living in this area purchased our homes knowing that it was zoned RSF-E and expecting the area to remain that way. Mr. Bertolla purchased the property less than one year ago and is now applying to have it rezoned as RSF-3, knowing that he will probably get approved for RSF-2. If this area is rezoned, it will take lot sizes from 80,000 square feet down to 10,000/15,000 square feet. This is not acceptable to anyone that has lived here in this community. The rezoning would lower our property values and stress already overwhelmingly stressed infrastructure in our community. The influx of more housing, population and traffic will ruin the integrity and character of Belforest. There is no good reason that this property should be rezoned. Mr. Bertolla informed several residents that he would be farming the land. This in itself was a blatant

lie. Surrounding residents have offered, begged, to buy 10-20 acre lots from Mr. Bertolla and he refused. The only thing you will be doing if you rezone this area, is helping Mr. Bertolla, who lives in Point Clear, make more money instead of keeping the character of Belforest in tack. Mr. Bertolla can still make money by developing estate sized homesites with larger homes. People in Baldwin County are looking for larger homesites and doing this would ensure the reason they want to move to Belforest.

The traffic on Rebel Road, the speeding, the long lines of people trying to reach 181 is already a disaster. The new elementary school is already full with over 30 kids in each classroom. There are over 1,100 "already approved" homes being built in Belforest, not county the over 900 homes in Jubilee Farms. At some point, it is your duty as our representatives to stop the influx before the infrastructure we have in place as of today, will not be able to catch up.

The residents of Belforest implore you to deny the rezoning of this area. To say enough is enough. The land can be developed in keeping with the character of the properties surrounding it. Bertolla can make money with larger estate homesites. It is at your discretion to deny or approve this. Please think about your long-time residents and do the right thing. Deny this rezoning.

Sincerely,

Miranda Merritt

Concerned Resident

May 5th, 2022

Mr. Matthew Brown, Director

Baldwin County Planning & Zoning

22251 Palmer Street

Robertsdale, AL 36567 (Delivered via Email)

RE: Case # Z22-000009 Bertolla Properties LLC Property

Mr. Brown,

My name is Matthew Bailey and I am a concerned homeowner residing in Waterford Subdivision. Our home backs up to the proposed rezoning site, and will be directly affected by the Planning & Zoning Commission's decision.

Over the past decade, the rapid residential growth in Baldwin County has stressed all of the infrastructure. Belforest Water System, the water system serving the parcels proposed for rezoning, is currently undergoing capacity improvements to address the needed infrastructure to accommodate known upcoming developments. The Town of Loxley, City of Daphne/Daphne Utilities, City of Fairhope, etc. are all in the same position and grappling to secure funding for improvements while keeping customer rates low, determine necessary improvements based on historical and projected future growth, and implement these improvements in time to meet the new demands. I have performed engineering work at several of these municipalities and see firsthand that the water/wastewater facilities are undersized for the population they serve. This is also readily evident by the fact that any new home construction in our area includes a grinder pump connected to the sewer line.

I say all of this to highlight the request for the Planning & Zoning Commission to scrutinize all proposed rezonings in this light. In this particular case, the parcels included in the rezoning are currently zoned RSF-2 and RSF-E (residential zonings), and the request is to rezone the entire 54+ acres to RSF-3. The conceptual plan submitted by the Applicant shows a proposed subdivision based on RSF-3 rezoning, which would create a higher density of residential homes. Allowing rezonings at a higher residential density than its current zoning, in today's rapid growth climate, would be a gross misuse of the Commission's power. In my opinion, it is the obligation of the Commission to encourage sustainable, responsible growth within the County. The only way to do that is to require residential rezonings be considered to an equal or lower density. The Applicant's request for the rezoning of these five (5) parcels is going in the completely wrong direction, and must be rejected.

In addition, the Applicant argues that the RSF-3 rezoning would be the best transition between the RSF-2 zoning of Waterford Subdivision and the business zonings west of Highway 181. The entire quadrant surrounding this development is comprised of RSF-E (not even mentioned in the application) and RSF-2 neighborhoods, with the exception of three business parcels along Highway 181.



However, the conceptual plan in the application shows no direct connectivity to Highway 181, which negates the argument that the development would be a transition between business and residential zonings.

As a resident of Waterford Subdivision, I am not opposed to the proposed residential development. The parcels are all currently zoned for residential use anyway. The owner can develop the parcels with the zonings as-is, which ensures consistency with the adjacent neighborhoods. If the Commission feels a rezoning is appropriate, I ask that they require any rezoning be consistent with the adjacent neighborhoods, especially those that are proposed to be directly connected to the development. The only appropriate rezoning that meets this criterion would be the most restrictive zoning within the parcels included and the adjacent affected neighborhoods (RSF-E).

I politely request that the Commission reject the proposed rezoning. The properties are already zoned for residential development, so a rejection of the rezoning does not hinder the owner from moving forward with a residential development in any way. What the rejection accomplishes is ensuring the adjacent residents' safety, health and welfare by guaranteeing no additional stress on the area's infrastructure and no detrimental change to the character and use of the adjacent properties.

Last, while I understand that access is not part of the rezoning request and is handled during the subdivision review, I feel it is appropriate to discuss given the application submitted by the owner. The conceptual plan submitted shows access via Rebel Road (adjacent properties zoned RSF-E) and Waterford Subdivision (RSF-2) to Austin Road with through connection across Picard Branch. As a resident of Waterford Subdivision, which has been a closed subdivision since the final plat in 2006, there is an overwhelming sentiment from residents that the thoroughfare, if allowed as shown, would completely destroy the culture and character of our neighborhood, create a safety issue due to increased traffic, and jeopardize our welfare by decreasing the value of our properties as the smaller lots would be directly connected to our development. The mission of the Planning & Zoning Commission is to ensure the safety, health, and welfare of the existing County citizens. Allowing the rezoning would create a higher density development connected to two residential developments/streets, both of which are lower densities than the requested rezoning. There is no reasonable argument that can be made that the approval of the requested rezoning, connected to the two residential neighborhoods of lower densities, would not be detrimental to the health, safety and welfare of the existing County citizens residing in the Waterford Subdivision and along Rebel Road. However, my point in bringing this to the Commission's attention now is that I would personally view the rezoning request differently if the proposed higher density development were connected directly to Highway 181 via the highway frontage parcel included in the rezoning request and not via the two residential neighborhoods of lower density.

Your time and attention to this matter is very much appreciated. If you have any questions or comments, please feel free to reach me at 251-895-6458.

Sincerely,

Matthew Bailey



## Opposition Letter for Re-Zoning request from Bertolla Properties, LLC case # Z22-9

Dear Members of the Planning Commission,

My name is Kelly Stewart. I am a resident of the Belforest Community, living in Waterford Subdivision, 10401 Goodrich Way. My property either adjoins or will be impacted by the proposed property in the subject line. As part of the Waterford Subdivision and Belforest Community, I am writing to express my opposition to the proposed rezoning and development of the property between Rebel Road and the Waterford Subdivision.

In reviewing the current permit application, the developer has designated a current zoning of RSF-2. This is only true for part of the proposed land. The land adjoining Rebel Road is currently zoned RSF-E. The current zoning ordinance of RSF-E which is 80,000 square feet is consistent with all adjoining properties in this area and most other properties in the immediate area. The proposed zoning of RSF-3 which is 10,000 square feet would not only be counter to all adjoining properties but would strain the infrastructure and stormwater controls already in place. This would also be 5,000 sq/ft or 30% reduction of lot size compared to the adjoining Waterford Subdivision which would be counter to home values in this current designation.

Rezoning is not consistent with the vision set forth by the District 15 Advisory Committee which states:

### **2.3.15 Planning District 15.**

#### **2.3.15.3 Local Provisions for Planning District 15**

- (a) **Advisory Committee Philosophy.** It is the intent of the District 15 Advisory Committee to encourage residential zoning for the vast majority of District 15, and furthermore, to encourage zoning in the areas of RSF-E, Residential Single Family Estate District, and RSF-1, Single Family District, when possible in order to protect the values of homes and properties already established throughout the district. While we understand the need for affordable housing and commercial

growth when properly zoned, we believe that protecting property values should be higher priority in making future zoning decisions

Zoning is in place so that members of the community can have some expectation of what might come in the future. The parcels in question were already zoned RSF-E and a RSF 2 on a parcel when purchased by Mr. Bertolla. This zoning was put in place to maintain the community and allows for residential development consistent with the character of the adjoining properties. There is no reasonable expectation to be rezoned.

The only benefit to rezoning is to be more profitable for the developer not to benefit the integrity of this community especially those properties adjoining. This is NOT a sufficient reason for rezoning.

It should be noted that this area is already under heavy development just South in the Jubilee Farms Subdivision and infrastructure and traffic concerns have already been raised. Rebel Road has been heavily congested and used as a thoroughfare for traffic from the Austin Road and County Road 64 corridor. This area has seen a large increase of traffic since the construction of the new Belforest Elementary. The other area of concern is the intersection of Austin Road and Hwy. 181. While a traffic light is planned, this will only influence more drivers to cut through Waterford Subdivision causing Planters Drive to become a major thoroughfare. Page 3 of the Baldwin County Master Plan states "We desire for our children to have employment opportunities in Baldwin County resulting from continued economic growth, but this growth must complement our environment, character, history and culture." It's my belief that the environment and character of the surrounding area would be adversely impacted. Also, Section 45-2-261.06 of the Master Plan states, "zoning ordinances, and regulations shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted, and harmonious development of the county which will in accordance with present and future needs



best promote the health, environment, safety, morals, order, convenience, prosperity, and general welfare, as well as efficiency and economy in the process of development, and shall promote safety from fire, flood, and other dangers and the healthful and convenient distribution of population."

Lastly, I too, do not agree with the applicant's comment on the current zoning designations. Question 2 of the application process states "Has there been a change in the conditions upon which the original zoning designation was based? Has land uses or conditions changed since the zoning was established?" This land has been used for farming historically. The applicant feels that the zoning designations were merely placed on these properties as place holders and hold no value. I do not agree with this statement. Existing zoning and their designations matter and are considered when purchasing property. The adjoining properties and the community will be significantly impacted.

In summary, my opposition is based on these potential/probable negative effects:

- The loss of neighborhood and community character.
- Increased traffic congestion at Austin Road & Rebel Road, Austin Road and Hwy. 181 as well as tripling traffic down Planters Dr. The applicant indicated in Question 4 of their application that they do not anticipate adversely impacting traffic patterns or congestion which I do not agree with – it is a problem now.
- The destruction of green space and mature trees which would adversely impact the stormwater runoff has already been noted as an issue.

I would like to request that the commission NOT authorize the rezoning to the RSF-3 designation.

Respectfully,

Kelly Stewart

**D Hart**

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**From:** Traveis Cunningham <travc66@gmail.com>  
**Sent:** Tuesday, April 19, 2022 4:38 PM  
**To:** Matthew Brown; Planning  
**Subject:** Letter of Opposition to Proposed rezoning and development at/near Waterford Subdivision in Planning District 15 (Case # Z22-000009)

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To Whom It May Concern:

I am Traveis Cunningham, a resident living at 24941 Planters Drive. My property either adjoins or will be impacted by the proposed property in the subject line. As part of the Waterford Subdivision and Belforest Community, I am writing to express my opposition to the proposed rezoning and development of the property at Rebel Road and the Waterford Subdivision.

In reviewing the current permit application, the developer has designated a current zoning of RSF-2. This is only true for part of the proposed land. The land adjoining Rebel Road is currently zoned RSF-E. The current zoning ordinance of RSF-E which is 80,000 square feet is consistent with all adjoining properties in this area and most other properties in the immediate area. The proposed zoning of RSF-3 which is 10,000 square feet would not only be counter to all adjoining properties but would strain the infrastructure and stormwater controls already in place. This would also be 5,000 sq/ft or 30% reduction of lot size compared to the adjoining Waterford Subdivision which would be counter to home values in this current designation.

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economy in the process of development, and shall promote safety from fire, flood, and other dangers and the healthful and convenient distribution of population.”

Lastly, I too, do not agree with the applicant’s comment on the current zoning designations. Question 2 of the application process states “Has there been a change in the conditions upon which the original zoning designation was based? Has land uses or conditions changed since the zoning was established?” The applicant feels that the zoning designations were merely placed on these properties as place holders and hold no value. I do not agree with this statement. Existing zoning and their designations matter and are considered when purchasing property. The land use and conditions for these properties have not changed and neither have the adjoining properties.

In summary, my opposition is based on these potential/probable negative effects:

- The loss of neighborhood and community character.
- Increased traffic congestion at Austin Road & Rebel Road, Austin Road and Hwy. 181 as well as tripling traffic down Planters Dr. The applicant indicated in Question 4 of their application that they do not anticipate adversely impacting traffic patterns or congestion which I do not agree with.
- The destruction of green space and mature trees which would adversely impact the stormwater runoff that has already been noted as an issue.

I would like to request that the commission not authorize the rezoning to the RSF-3 designation on the above property or to consider the rezoning to a RSF-1 designation which would be more in line with the current community.

Respectfully,

Traveis Cunningham  
251-404-4848  
[travc66@gmail.com](mailto:travc66@gmail.com)

### LETTER OF OPPOSITION

to the proposed rezoning and development at Rebel Road in Planning District 15 (Case # Z22-000009)

To Whom It May Concern:

I am Renee Landry, a resident living at 10631 Belforest Cem. Rd.. My property either adjoins or will be impacted by the proposed property in the subject line. As part of the Belforest Community, I am writing to express my opposition to the proposed rezoning and development of the property at Rebel Road and the Waterford Subdivision.

In reviewing the current permit application, the developer has designated a current zoning of RSF-2. This is only true for part of the proposed land. The land adjoining Rebel Road is currently zoned RSF-E. The current zoning ordinance of RSF-E which is 80,000 square feet is consistent with all adjoining properties in this area and most other properties in the immediate area. The proposed zoning of RSF-3 which is 10,000 square feet would not only be counter to all adjoining properties but would strain the infrastructure and stormwater controls already in place. This would also be 5,000 sq/ft or 30% reduction of lot size compared to the adjoining Waterford Subdivision which would be counter to home values in this current designation.

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Lastly, I do not agree with the applicant's comment on the current zoning designations. Question 2 of the application process states "*Has there been a change in the conditions upon which the original zoning designation was based? Has land uses or conditions changed since the zoning was established?*" The applicant feels that the zoning designations were merely

placed on these properties as place holders and hold no value. I do not agree with this statement. Existing zoning and their designations matter and are considered when purchasing property. The land use and conditions for these properties have not changed and neither have the adjoining properties.

**In summary, my opposition is based on these potential/probable negative effects:**

- The loss of neighborhood and community character.
- A decrease in the market value of my home and land.
- Increased traffic congestion adding to an already dangerous situation at Austin Road & Rebel Road. The applicant indicated in Question 4 of their application that they do not anticipate adversely impacting traffic patterns or congestion which I do not agree with.
- The destruction of green space and mature trees which would adversely impact the stormwater runoff that has already been noted as an issue.

I would like to request that the commission not authorize the rezoning to the RSF-3 designation on the above property or to consider the rezoning to a RSF-1 designation which would be more in line with the current community.

Respectfully,

Name:

Renee Landry

Number:

251 626-4050

Email:

ReneeWinLandry@aol.com



## LETTER OF OPPOSITION

**to the proposed rezoning and development at Rebel Road in Planning District 15 (Case # Z22-000009)**

To Whom It May Concern:

I am Frederick Machholz, a resident living at 10135 Rebel Rd.. My property either adjoins or will be impacted by the proposed property in the subject line. As part of the Belforest Community, I am writing to express my opposition to the proposed rezoning and development of the property at Rebel Road and the Waterford Subdivision.

In reviewing the current permit application, the developer has designated a current zoning of RSF-2. This is only true for part of the proposed land. The land adjoining Rebel Road is currently zoned RSF-E. The current zoning ordinance of RSF-E which is 80,000 square feet is consistent with all adjoining properties in this area and most other properties in the immediate area. The proposed zoning of RSF-3 which is 10,000 square feet would not only be counter to all adjoining properties but would strain the infrastructure and stormwater controls already in place. This would also be 5,000 sq/ft or 30% reduction of lot size compared to the adjoining Waterford Subdivision which would be counter to home values in this current designation.

It should be noted that this area is already under heavy development just South in the Jubilee Farms Subdivision and infrastructure and traffic concern has already been risen. The area of concern (Rebel Road) has been heavily congested and used as a thoroughfare for traffic from the Austin Road and County Road 64 corridor. This area has seen a large increase of traffic since the construction of the new Belforest Elementary. This area has already observed 2 major flooding events in the last 10 years that has flooded or inundated households that previously were of no risk. Additional development would further complicate stormwater runoff and adversely affect surrounding areas. Page 3 of the Baldwin County Master Plan states *"We desire for our children to have employment opportunities in Baldwin County resulting from continued economic growth, but this growth must complement our environment, character, history and culture."* It's my belief that the environment and character of the surrounding area would be adversely impacted. Also, Section 45-2-261.06 of the Master Plan states, *"zoning ordinances, and regulations shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted, and harmonious development of the county which will in accordance with present and future needs best promote the health, environment, safety, morals, order, convenience, prosperity, and general welfare, as well as efficiency and economy in the process of development, and shall promote safety from fire, flood, and other dangers and the healthful and convenient distribution of population."*

Lastly, I do not agree with the applicant's comment on the current zoning designations. Question 2 of the application process states *"Has there been a change in the conditions upon which the original zoning designation was based? Has land uses or conditions changed since the zoning was established?"* The applicant feels that the zoning designations were merely



placed on these properties as place holders and hold no value. I do not agree with this statement. Existing zoning and their designations matter and are considered when purchasing property. The land use and conditions for these properties have not changed and neither have the adjoining properties.

**In summary, my opposition is based on these potential/probable negative effects:**

- The loss of neighborhood and community character.
- A decrease in the market value of my home and land.
- Increased traffic congestion adding to an already dangerous situation at Austin Road & Rebel Road. The applicant indicated in Question 4 of their application that they do not anticipate adversely impacting traffic patterns or congestion which I do not agree with.
- The destruction of green space and mature trees which would adversely impact the stormwater runoff that has already been noted as an issue.

I would like to request that the commission not authorize the rezoning to the RSF-3 designation on the above property or to consider the rezoning to a RSF-1 designation which would be more in line with the current community.

Respectfully,

Name: Frederick Machholz

Number: 251-281-7467

Email: fredmachholz@gmail.com

April 19, 2022

Mr. Matthew Brown, Director

Baldwin County Planning & Zoning

22251 Palmer Street

Robertsdale, AL 36567 (Delivered via Email)

RE: Case # Z22-000009 Bertolla Properties LLC Property

Mr. Brown,

My name is Denise King and I am a licensed Professional Civil Engineer in the State of Alabama. My focus is in infrastructure and specifically, I have more than a decade of experience working with municipal and utility infrastructure in Baldwin County alone. I also live immediately adjacent to the proposed rezoning at the very northern parcel of Waterford Subdivision, and will be directly affected by the Planning & Zoning Commission's decision.

Over the past decade, the rapid residential growth in Baldwin County has stressed all of the infrastructure. Belforest Water System, the water system serving the parcels proposed for rezoning, is currently undergoing capacity improvements to address the needed infrastructure to accommodate known upcoming developments. The Town of Loxley, City of Daphne/Daphne Utilities, City of Fairhope, etc. are all in the same position and grappling to secure funding for improvements while keeping customer rates low, determine necessary improvements based on historical and projected future growth, and implement these improvements in time to meet the new demands. This challenge is spread across all of our infrastructure – water, sanitary sewer, drainage, roadways, schools, everything. Struggling to keep up with the rapid growth and continue to provide the minimum level of service to existing residents has become the new normal.

I say all of this to highlight the request for the Planning & Zoning Commission to scrutinize all proposed rezonings in this light. In this particular case, the parcels included in the rezoning are currently zoned RSF-2 and RSF-E (residential zonings), and the request is to rezone the entire 54+ acres to RSF-3. The conceptual plan submitted by the Applicant shows a proposed subdivision based on RSF-3 rezoning, which would create a higher density of residential homes. Allowing rezonings at a higher residential density than its current zoning, in today's rapid growth climate, would be a gross misuse of the Commission's power. In my opinion, it is the obligation of the

Commission to encourage sustainable, responsible growth within the County. The only way to do that is to require residential rezonings be considered to an equal or lower density. The Applicant's request for the rezoning of these five (5) parcels is going in the completely wrong direction, and must be rejected.

In addition, the Applicant argues that the RSF-3 rezoning would be the best transition between the RSF-2 zoning of Waterford Subdivision and the business zonings west of Highway 181. The entire quadrant surrounding this development is comprised of RSF-E (not even mentioned in the application) and RSF-2 neighborhoods, with the exception of three business parcels along Highway 181. However, the conceptual plan in the application shows no direct connectivity to Highway 181, which negates the argument that the development would be a transition between business and residential zonings.

As a resident of Waterford Subdivision, I am not opposed to the proposed residential development. The parcels are all currently zoned for residential use anyway. The owner can develop the parcels with the zonings as-is, which ensures consistency with the adjacent neighborhoods. If the Commission feels a rezoning is appropriate, I ask that they require any rezoning be consistent with the adjacent neighborhoods, especially those that are proposed to be directly connected to the development. The only appropriate rezoning that meets this criterion would be the most restrictive zoning within the parcels included and the adjacent affected neighborhoods (RSF-E).

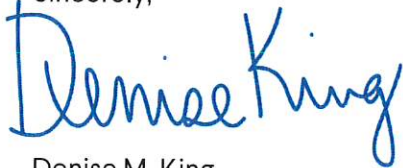
I politely request that the Commission reject the proposed rezoning. The properties are already zoned for residential development, so a rejection of the rezoning does not hinder the owner from moving forward with a residential development in any way. What the rejection accomplishes is ensuring the adjacent residents' safety, health and welfare by guaranteeing no additional stress on the area's infrastructure and no detrimental change to the character and use of the adjacent properties.

Last, while I understand that access is not part of the rezoning request and is handled during the subdivision review, I feel it is appropriate to discuss given the application submitted by the owner. The conceptual plan submitted shows access via Rebel Road (adjacent properties zoned RSF-E) and Waterford Subdivision (RSF-2) to Austin Road with through connection across Picard Branch. As a resident of Waterford Subdivision, which has been a closed subdivision since the final plat in 2006, there is an overwhelming sentiment from residents that the thoroughfare, if allowed as shown, would completely destroy the culture and character of our neighborhood, create a safety issue due to increased traffic, and jeopardize our welfare by decreasing the value of our properties as the smaller lots would be directly connected to our development. The mission of the Planning & Zoning Commission is to ensure the safety, health, and welfare of the existing

County citizens. Allowing the rezoning would create a higher density development connected to two residential developments/streets, both of which are lower densities than the requested rezoning. There is no reasonable argument that can be made that the approval of the requested rezoning, connected to the two residential neighborhoods of lower densities, would not be detrimental to the health, safety and welfare of the existing County citizens residing in the Waterford Subdivision and along Rebel Road. However, my point in bringing this to the Commission's attention now is that I would personally view the rezoning request differently if the proposed higher density development were connected directly to Highway 181 via the highway frontage parcel included in the rezoning request and not via the two residential neighborhoods of lower density.

Your time and attention to this matter is very much appreciated. If you have any questions or comments, please feel free to reach me at 251-776-0358.

Sincerely,

A handwritten signature in blue ink that reads "Denise King". The signature is written in a cursive, flowing style. The first name "Denise" is written in a larger, more prominent script, and the last name "King" follows it in a similar but slightly smaller script. The ink is a vibrant blue color.

Denise M. King



**D Hart**

---

**From:** Jennifer Magli <jenmagli@gmail.com>  
**Sent:** Wednesday, May 4, 2022 10:06 AM  
**To:** Planning  
**Subject:** Opposition to Rezoning of Bertolla Properties

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Dear Chairman Pumphrey and Members of the Planning Commission:

I am writing to express my opposition to the rezoning of the Bertolla Properties, LLC property, case # Z22-9. I have read the staff report and recommendation for the approval of the rezoning. The staff report overstates the intensity of commercial use nearby and uses that as a justification for the recommendation to rezone. The nearby commercial use amounts to a few local businesses that well suit the area's rural flavor. Rezoning the subject property to a more intense residential use based on the presence of the small amount of nearby commercial property will lead to a cycle where the more intense residential use will then be used to justify the rezoning of other property to commercial use and the character of the Belforest community will be completely lost.

I would also like to add that the pictures in the staff report of the properties neighboring the subject property are misleading. The subject property is bordered on two sides primarily by houses on lots of 5 acres or more. Rezoning the subject property would lead to a very abrupt transition from a very intense residential use on the subject property to a very low intensity residential use on the neighboring properties. This type of abrupt transition violates well established planning principles.

Zoning was established in this district in part to plan for future growth and to give residents a reasonable expectation of the type of development and community that would be around them in the future. The subject property can already be developed under the existing zoning in a way that is consistent with the Belforest neighborhood and there is no justification for the rezoning.

Sincerely,

Jennifer Magli  
25465 Austin Road  
Daphne, Alabama 36526

**D Hart**

---

**From:** August McWhirter <whitfield34@bellsouth.net>  
**Sent:** Wednesday, May 4, 2022 12:17 PM  
**To:** Planning  
**Subject:** Opposition Z22-000009

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**Subject: Opposition Z22-000009**

Zoning change Request #Z22-000009 Bertolla

Baldwin County Zoning Commission members,

I am writing to express my concerns with the above mentioned zoning change request.

I will be very direct and to the point. We purchased this home/property to live in an area that had space for my Children and Family to enjoy a specific style or quality of life. The then and current zoning of RSF-E that was and is surrounding our property and others was the main consideration in the purchase for that lifestyle. The "placeholder" status of the one parcel currently zoned RSF-2 should not exist and was an oversight of the commission at that time in my opinion.

Real estate is location, location, location (as they say).

This Belforest Estate zoned area (RSF-E) checks all of the boxes.

- Location - close to everything (schools, shopping, travel)
- Location - friends, family, neighbors
- Location - estate property with SPACE to breathe between Homes

If we were seeking for our Children to be in an RSF 1, 2 or 3 zoned neighborhood we would have purchased there. I also have built a brand new barn for my horses, so my daughter can continue to train here at home. She is a nationally ranked athlete in the Interscholastic Equestrian Association. It's not like I can pick up and move nor do I want unwanted people and kids on my property to see the horses. We moved here when Rebel Rd was a dirt road and loved it. Now the road is a speed way/cut through with so much traffic I can't walk across the street to my neighbors, or my son ride his bicycle.

We are requesting that you deny/reject the request of zoning to be changed to anything less than RSF-E.

With the current growth in the Belforest area and the strain on our schools, traffic and general infrastructure (sewer, water, fire, etc.) it makes sense to start taking into consideration the long-term effects the rapid growth is having on our community. There are currently 1100+ homes on 400+ acres approved and under construction in the Belforest community with RSF-2 or 3 zoning. There are requests and plans (not including this one) to build on 4-600 acres and 6-900 homes that are underway or seeking approval as I write this letter with more to come.

Our community here in Belforest deserves an option to choose something other than just a small lot development and to live in an area or neighborhood with more space.

August McWhirter

Sent from my iPhone

**D Hart**

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**From:** Naomi Donaldson <nadon621@aol.com>  
**Sent:** Wednesday, May 4, 2022 4:21 PM  
**To:** Planning  
**Subject:** Proposed rezoning and development

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Baldwin County Planning Commission  
22251 Palmer Street  
Robertsdale, AL 36567

RE: Case Z22 Proposed rezoning District 151

Thank you for your time and attention to this matter. We oppose rezoning of the Bertolla Properties, LLC which will directly affect properties in our subdivision, as well as on Rebel Road. We certainly recognize growth is inevitable but it should be a good thing when planned for responsibly.

We purchased in Waterford five years ago, under the assumption additional housing could be added but we felt secure in our decision because the original planning commission had made the designation of RSF-2. To rezone this property now to RSF-3 seems to directly contradict zoning considerations set out in the Baldwin County Master Plan.

If the records are correct and Mr. Bertolla purchased the property within the last year or so and if it is also true that he told several people in the surrounding area that he planned to farm the property, then it would seem a valid issue to raise the fact that he would have certainly known the zoning that was already in place.

There are numerous questions and concerns regarding the infrastructure and the heavily increased traffic flow already in this specific area and adding this many more homes would greatly exacerbate the problems we are already dealing with.

Thank you for allowing us to express our opposition and we sincerely ask that you not authorize the rezoning of this property.

Wayne and Naomi Donaldson  
10337 Burrough Ct  
Waterford Subdivision



**D Hart**

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**From:** Sandra Esposito <sespo515@gmail.com>  
**Sent:** Monday, May 2, 2022 4:30 PM  
**To:** Planning  
**Subject:** RE: Case # Z22-000009 Bertolla Properties LLC Property

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Mr. Matthew Brown, Director  
Baldwin County Planning & Zoning  
22251 Palmer Street  
Robertsdale, AL 36567

RE: Case # Z22-000009 Bertolla Properties LLC Property

Mr. Brown,

My name is Sandra Esposito-Richardson and I am a resident of the Waterford Community. Waterford is directly adjacent to the land, proposed for rezoning to RSF-3. I purchased my home 2 years ago. We specifically chose to purchase in this location, due to the surrounding land being zoned the same as our community. I am very aware of all of the new communities popping up all over Baldwin County. I am not opposed to new residential development. I do have serious concerns about the infrastructure of Baldwin County being seriously over burdened. I am concerned about my property value being greatly affected, if the property is rezoned to RSF-3. I would like to politely ask that the Commission reject the proposed rezoning.

Thank you for your attention to this matter

Sincerely,

Sandra Esposito-Richardson

**D Hart**

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**From:** Elizabeth Hayes <ejvhayes@gmail.com>  
**Sent:** Wednesday, May 4, 2022 2:52 PM  
**To:** Planning  
**Subject:** RE: Proposed Rezoning of 44.4+/- acres Z22- 9 BERTOLLA PROPERTIES, LLC PROPERTY

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Dear Baldwin County Planning and Zoning Commission Members,

First, I want to thank you all for serving our awesome county. I'm sure it's not always the easiest job so please know that I realize that and appreciate you all and your efforts planning for our county's continuous changes.

My name is Elizabeth Hayes, and I'm writing to you today as a concerned Belforest community resident. I've lived in this area my entire life (minus going to college and then 2 years in Huntsville) and my family (the Volovecky, Allegri and Berga families) all or most of theirs. We're living the growth in our lovely Belforest community real time and have been for decades now. We know growth is inevitable. That is not why I'm writing to you today.

I'm specifically writing to oppose the proposed rezoning of the Bertolla property referenced in the subject line from RSF-E & RSF-2 to RSF-3 to plan for a subdivision with 104 lots. RSF-3 means more lots in the same 44.4 +/- acreage. More lots means more people, traffic and congestion on already high-traffic Rebel Road and Austin Road. 104 new homes equates to 1-2 extra cars per home (minimum; could easily be 2-3) travelling those small roads everyday. An estimated 100-200 (maybe 300) extra vehicles daily funnelling out to Highway 181 from Rebel and Austin Roads to intersections that do not have turn lanes, merge lanes or traffic lights to safely assist with their travel, not to mention the ongoing construction with the widening of 181. I'm no city/county/state planning expert but this does not seem safe. Not to mention, it is not desirable by most Belforest residents to have subdivisions crammed in anywhere they may fit and our community seems like a prime target right now. I hate to pick this particular property to state my opposition but my opposition holds for this rezoning request and any future requests for RSF-1, 2 or 3. If there is going to be growth, please consider the current residents when you are making planning decisions. And consider the fact that there are already plenty of RSF-2 and 3 zoned neighborhoods with houses practically touching. It would be nice to offer people options for other types of housing with larger lots.

In addition to my full time career as a senior aerospace engineering missile defense contractor, I have served as President on the Belforest Volunteer Fire Department's (BVFD) Board of Directors since November 2019. This organization is a great collection of some of the best volunteers I've known and they have kept up with the growth in our area well with no plans of being unable to serve our Belforest community effectively. The Bertolla property being rezoned would immediately impact BVFD since this property is in our response jurisdiction. BVFD is not a paid fire department. In order to grow our current membership, we have to wait for the right volunteers to walk through our doors, be able to be properly trained and be available to leave their families and jobs to make those calls. We don't simply get to post a job requisition and hire the most qualified individual(s). That being said, this is an aspect to county planning that simply



cannot be overlooked. It is my duty to the Belforest residents and to the BVFD firefighters to make sure I'm communicating these facts to all the decision makers to help them make informed decisions. I'm stating all of this here to simply say that it would be nice to be contacted in advance when requests like these come through your office that would impact BVFD, or any other zoning request that would impact another Baldwin County fire department, as there are over 30 volunteer fire departments in our county. It would give us ample time to plan for growth we know is coming rather than react to growth that is already here. Regardless, BVFD will do what BVFD has been doing since 1979 and we will run those calls and will stay dedicated to serving our community.

As a Belforest resident and volunteer, I am concerned for our infrastructure. Not just our roads, but also our water and sewer system performance, as well as, fire and police response. These organizations are expected to keep up with the growth without much advanced warning, if any, and without ever being contacted or polled and asked "Can your current system/group support this growth and future growth if approved today?". I feel like this research is the main part of the job for a Baldwin County Planning and Zoning Commission Member. To ask the questions, get the answers and do due diligence in respecting those answers. I'm opposed to this rezoning request because it simply is not the time for it. So much else needs to be addressed with infrastructure first in our county before requests like this should pass. These requestors should have to wait, just like the current residents are having to wait on infrastructure to catch up. We are always going to be behind if we keep approving rezoning efforts for RSF-2 or 3 subdivisions before giving priority to upgrading basic infrastructure.

I will close by just asking that you deny this rezoning request based on the basic needs of our community. I live in Chamberlain Trace. My family is not directly impacted by this change if it gets approved other than more congestion at the Highway 181/64 intersection which is already at max. I just can't let another one of these requests go through without contributing to stating my and my neighbors' clear opposition to these rezoning efforts in our county.

Thank you very much for your time in considering my views. I'm available for any kind of discussion as I refuse to be someone who states problems but doesn't stick around to help to find solutions.

Respectfully,  
Elizabeth Volovecky Hayes  
Cell: 251-459-2082  
Email: [ejvhayes@gmail.com](mailto:ejvhayes@gmail.com)

For Belforest Volunteer Fire Department correspondence, please email me at [e.hayes@belforestfiredept.com](mailto:e.hayes@belforestfiredept.com) or call my cell.

**D Hart**

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**From:** jcuhaj@gmail.com  
**Sent:** Sunday, May 1, 2022 6:58 PM  
**To:** Planning  
**Subject:** Rebel Rd. Rezoning Case # Z22-000009

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To Whom It May Concern,

My wife and I – Maggie and Joe Cuhaj – would like to express our opposition to the proposed rezoning and development of the property along Rebel Road through to the Waterford sub-division, case # Z22-000009. Our three acre property at 10286 Rebel Rd. is bordered on two sides by the proposed sub-division and we have concerns about this rezoning request.

We have been residents of the Belforest community for the past 30 years. Rebel Road has been a quiet, family-oriented neighborhood. We have always known that at some point, the farm next door (the property in this request) would eventually go up for sale and a new subdivision would be built. However, the zoning request affects not only the properties on Rebel Rd. but also along Austin Rd. and the communities that have recently been built there.

Currently, the property along Rebel Rd. – including ours – is currently zoned as RSF-E. The developer is requesting a change to RSF-3 that would significantly change the square footage of the lots on the property in question to 10,000 SF. That is not consistent with our adjoining properties. This will greatly decrease the market value of our home and land.

This type of development is not sustainable for the community in many other ways. In terms of infrastructure, the first thing that comes to mind is traffic flow. The developer stated in their application that they did not anticipate any adverse changes in traffic. If you have not travelled Rebel Rd. lately, the traffic on this tiny road is already becoming unmanageable with just the current subdivisions in the area who use Rebel Rd. to access Hwy. 181. The number of houses planned for this new development, along with 1100+ other new houses being built in the area, will increase traffic exponentially.

And of course, storm water management, sewage, and water will all be greatly impacted by this rapid growth.

The Baldwin County Master Plan desires that there should be “continued economic growth but it must complement our environment, character, and history.” Sadly, this proposed zoning change would greatly impact the character, environment, and history of the area. Therefore, we request that the commission not authorize the rezoning to the RSF-3 designation on the property outlined in case # Z22-000009. Ideally, we would like to keep the zoning at RSF-E or even RSF-1 which would be more in line with the current community.



Respectfully yours,

Joe and Maggie Cuhaj  
10286 Rebel Rd., Daphne, AL 36526  
(251) 533-1812  
Email: [jcuhaj@gmail.com](mailto:jcuhaj@gmail.com)

D Hart

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**From:** Diane Fitzpatrick <dianef0126@gmail.com>  
**Sent:** Monday, May 2, 2022 10:48 PM  
**To:** Planning  
**Subject:** Request for rezoning Bertolla Properties...z22-9

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I am asking that this rezoning request be denied. The area surrounding this has seen many zoning changes recently adding to runaway growth. Certainly, I understand that development is going to happen and growth is inevitable. But, please consider that previous zoning is in place for a reason. The surrounding established area is zoned RSF-2 and RSF-E and this adjacency should be kept as is to assist in maintaining property/home values. Please deny this request to rezone the area to RSF-3. It is in the best interest of all residents in Belforest area. Thank you for consideration.

D Hart

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**From:** Natalie Weaver <gnatxoxo@gmail.com>  
**Sent:** Wednesday, May 4, 2022 4:35 PM  
**To:** Planning  
**Subject:** Rezoning #Z22-000009 Bertolla

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To whom it may concern,

As a Baldwin County resident, I was born and raised in Belforest. My grandparents bought several acres of land and split it between their children. When I was about 5 years old our home sat 2 houses down from Co Rd 64 and Co Rd 27 when it was a 4 way stop. When, I got a little older the growth in the Daphne area had come down to the point that they had to put a light in at this intersection. My grandparents sold their land not long before passing, my uncles all did the same. My mom, she stayed, not because she wanted to, but because the offers being made on her property were laughable to say the least. The issue was not that she wanted to move away from where she raised her family. The issue was the extreme growth made getting in her driveway EXTREMELY dangerous! Almost 2 years ago, the right offer finally came. However, we made friends "like family" with the remaining people on this part of 181. The extreme growth has caused the SAME dangerous situations getting in and out of the driveways on Rebel. Trust me, I work for a local developer. I understand what the money in rezoning to put a subdivision in will do. I get it. I may not live in Belforest anymore but I drive through it EVERYDAY for work. The traffic is INSANE and you want to add more cars/people to it?? Please have mercy on your communities!! The elderly people still on 181 and Rebel do NOT have the means to just pick up and move away! This isn't fair to anyone that lives in the area! Please reconsider this zoning!!

Thank you!

Natalie Horton

**D Hart**

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**From:** Neal Arnold <neal@benradcliff.com>  
**Sent:** Wednesday, May 4, 2022 8:54 AM  
**To:** Planning  
**Cc:** Jennifer Arnold  
**Subject:** Re-Zoning of property on Rebel Road

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Good morning,

I live on Rebel road and part of the reason I moved here was the beauty of the area and the land around me. It was zoned "Estate" and, therefore, would guarantee to be similar to my house and no neighborhood could be put in congesting the small road. Over the years as more and more neighborhoods have been built south and east of us, the road has become a primary cut-through by all of those neighborhoods. I have 4 children and some kids have to walk down the road to the bus stop. This is a safety concern for me now as there are no sidewalks and the R.O.W. isn't large enough to install the walks needed. Adding an additional 170+ houses to this road would cause grave danger to the kids and people who use the road.

In considering the rezoning, I would like to ask how changing the already in-place zoning would add to the beauty and safety of the area. It is already zoned for someone to build houses on the property, and I'm sure when the zoning was put on the property, the size and location of the road as well as the safety of the residents was first and foremost on the minds of the district zoning commission. I don't understand how changing this would add to and not detract from the area.

Thank you for your time,  
Neal and Jennifer Arnold  
10300 Rebel Road



D Hart

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**From:** Jacqueline Barfield <jackieb410@bellsouth.net>  
**Sent:** Tuesday, May 3, 2022 10:42 AM  
**To:** Planning  
**Subject:** Rezoning on Rebel Road

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Dear planning commission,

I've been following the recent increase in residential developments and have witness first hand the impact it's having on Belforest area. Here are some of the major issues that are of great concern to me and my neighbors.

Traffic off of 181 and Austin Road at 7:30am and again at 5pm becomes so congested that people start pulling out in front of oncoming traffic which poses a threat to life. Why do they take these risks? Because they've been sitting at the cross street for over 5 minutes. I'm not sure if this seems to be a legal requirement that the traffic division needs to address but certainly you are aware that this problem will only increase with continued growth of residential neighborhoods. There are other roads out of this area. 64 and Austin road is one. This intersection has accidents regularly. Rebel Road is also a way out of the area. It is a residential street with a speed limit of 25 mph. Most cars traveling this road go over 35mph. This can be a concern to residents with kids and pets. With the new zoning and increase in traffic I can only imagine the dangers this would impose.

Another concern I have about approving this rezoning is that the groundwater will be used up faster than it can be restored by rain and other natural ways. In my neighborhood a sinkhole recently formed. As Jubilee Farms continues to develop the houses (nearing over 900 homes in a densely populated area) the full impact is beginning to be seen in surrounding neighborhoods. Natural reserves are not able to flow how they used to. Beavers are making dams further up the creek. This may be contributing to the sinkhole in my neighborhood. I'm not an environmental engineer but I would ask the planning commission to have a study done on the stability of the land before approving the rezoning.

Another concern of mine is population growing faster than the schools can handle. We were blessed to get Belforest Elementary built and allow children that were going to Daphne East to now attend this new school. Education should be a priority. If classrooms are so overcrowded that the learning environment suffers that makes those childrens future less prosperous. Teachers will be forced to keep the peace rather than teach. We've seen this happen in big cities over and over. I pray that this does not happen in Baldwin County. I believe there should be a plan to include more classrooms, more teachers, more buses before more homes are built.

I want to thank you for your time and dedication to this matter. Growth is a good thing when planned for responsibly. I know your job has not been easy with all the new projects being proposed. I do have faith that together we can come up with a plan to make sure each resident in Belforest is looked after and cared for.

Sincerely,

Jacqueline Parks  
11750 Halcyon Loop  
Daphne, AL 36526  
251-454-9545

Sent from my iPhone

D Hart

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**From:** Kelly Ross <smiley2284@yahoo.com>  
**Sent:** Wednesday, May 4, 2022 2:45 PM  
**To:** Planning  
**Subject:** Rezoning, Case # Z22-000009

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May 4, 2022

Baldwin County Planning & Zoning Commission Members,

My name is Kelly Ross, and I am a resident of Waterford Subdivision located in the Belforest community. I am writing to express my opposition to the rezoning and development of the proposed property at Rebel Road and Waterford subdivision, Case #Z22-000009.

My family and I have lived at our home in Waterford for over 7 years. Our once small and quiet community has seen significant and rapid growth over the past several years. With this growth our community continues to face traffic congestion/safety issues, general infrastructure concerns and overcrowding of schools among other problems. In addition, the rezoning of the proposed property will negatively impact the property values and character of adjacent homes.

I would personally love nothing more than to see our beautiful remaining farmland stay just that. I am requesting the commission to reject the proposed rezoning and development of the above mentioned property. Thank you for your time.

Respectfully,

Kelly Ross

850-803-0357

Smiley2284@yahoo.com



D Hart

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**From:** Daryl Cleworth <251daryl@gmail.com>  
**Sent:** Wednesday, May 4, 2022 11:35 AM  
**To:** Planning  
**Subject:** Zoning permit #Z22-000009 Bertolla

This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

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Baldwin County Zoning Commission members,

My name is Daryl Cleworth resident at 25575 Austin Rd, Daphne, AL 36526.  
I am writing to express my concerns with the above mentioned zoning change request.

I will be very direct and to the point. We purchased this home/property to live in an area that had space for my Children and Family to enjoy a specific style or quality of life. The then and current zoning of RSF-E that was and is surrounding our property and others was the main consideration in the purchase for that lifestyle. The "placeholder" status of the one parcel currently zoned RSF-2 should not exist and was an oversight of the commission at that time in my opinion.

Real estate is location, location, location (as they say).  
This Belforest Estate zoned area (RSF-E) checks all of the boxes.

- Location - close to everything (schools, shopping, travel)
- Location - friends, family, neighbors
- Location - estate property with SPACE to breathe between Homes

If we were seeking for our Children to be in an RSF 1, 2 or 3 zoned neighborhood we would have purchased there.

**We are requesting that you deny/reject the request of zoning to be changed to anything less than RSF-E.**

With the current growth in the Belforest area and the strain on our schools, traffic and general infrastructure (sewer, water, fire, etc.) it makes sense to start taking into consideration the long-term effects the rapid growth is having on our community. There are currently 1100+ homes on 400+ acres approved and under construction in the Belforest community with RSF-2 or 3 zoning. There are requests and plans (not including this one) to build on 4-600 acres and 6-900 homes that are underway or seeking approval as I write this letter with more to come.



Our community here in Belforest deserves an option to choose something other than just a small lot development and to live in an area or neighborhood with more space.

His & Yours,  
Daryl Cleworth  
251.979.7121

**D Hart**

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**From:** Susan Dean <grinchdean@yahoo.com>  
**Sent:** Monday, May 2, 2022 10:19 AM  
**To:** Planning  
**Subject:** ZONING

This message has originated from an External Source. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

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NO R 3 !!  
Our beautiful Belforest community is forever changed!  
ENOUGH!  
We didn't sign up to live in a Cracker Jack community!

Sent from my iPhone

May 3, 2022

To Whom It May Concern:

My name is David Winck. My family and I have been residents at 24665 Planters Dr. in the Waterford neighborhood for 10 years. I would like to voice my concerns about rezoning the Z22-9 Bertolla property from SF-E and SF-2 to SF-3.

The requested zoning change is not consistent with the adjacent properties. SF-3 size lots will be dramatically different from the currently zoned SF-E lots on Rebel Road. SF-3 lots will not match the Waterford subdivision or other subdivisions on Austin Road zoned SF-2.

I do not agree with the staff finding of increasing commercial use at SR 181 and County Rd 64. As stated by the staff this not developed and not being utilized in a commercial manner. Therefore, using higher density residential zoning as a transition commercial zoning to lower density residential zoning is not needed.

The proposed change will negatively affect traffic patterns. Rebel road is currently classified as a local road. Creating an entrance/exit for this subdivision will encourage through traffic on Rebel Rd as people bypass SR 181 and CR 64 while going to other neighborhoods in the area. This is also a concern of mine as a Waterford resident. I believe people will "cut through" Waterford to enter the new subdivision.

The Daphne school system is already stressed. The newly built Belforest Elementary School is nearly full. Despite recently adding many new classrooms, Daphne Middle School has an average class size of 35 students. The high school is in a similar situation. Adding a densely zoned subdivision will only add to the issue.

Based on these facts the rezoning request should be denied.

Thank you,

A handwritten signature in cursive script that reads "David Winck".

David Winck

## D Hart

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**From:** william rando <urwilliam@yahoo.com>  
**Sent:** Tuesday, May 3, 2022 2:54 PM  
**To:** Planning  
**Subject:** Zone changes

This message has originated from an External Source. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

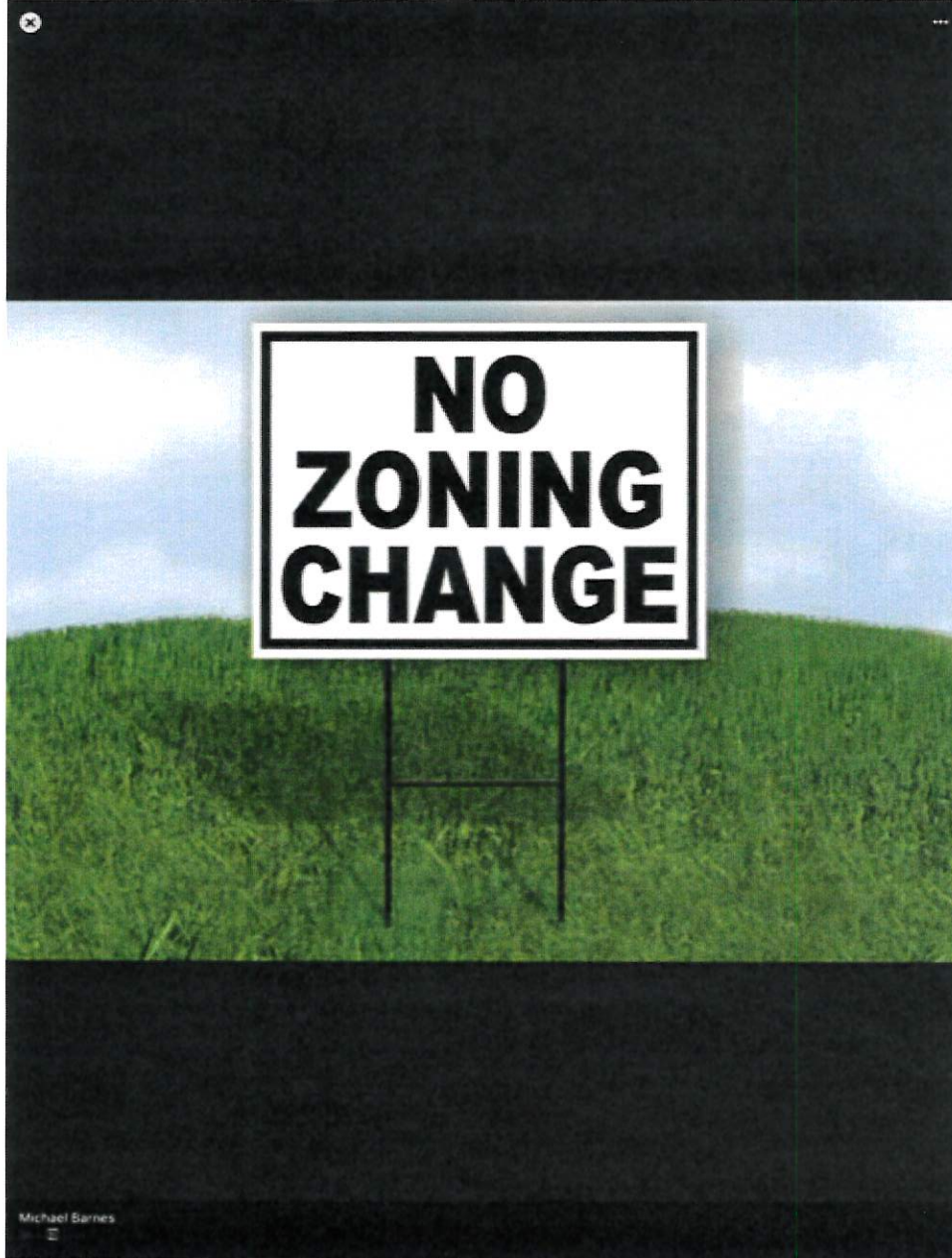
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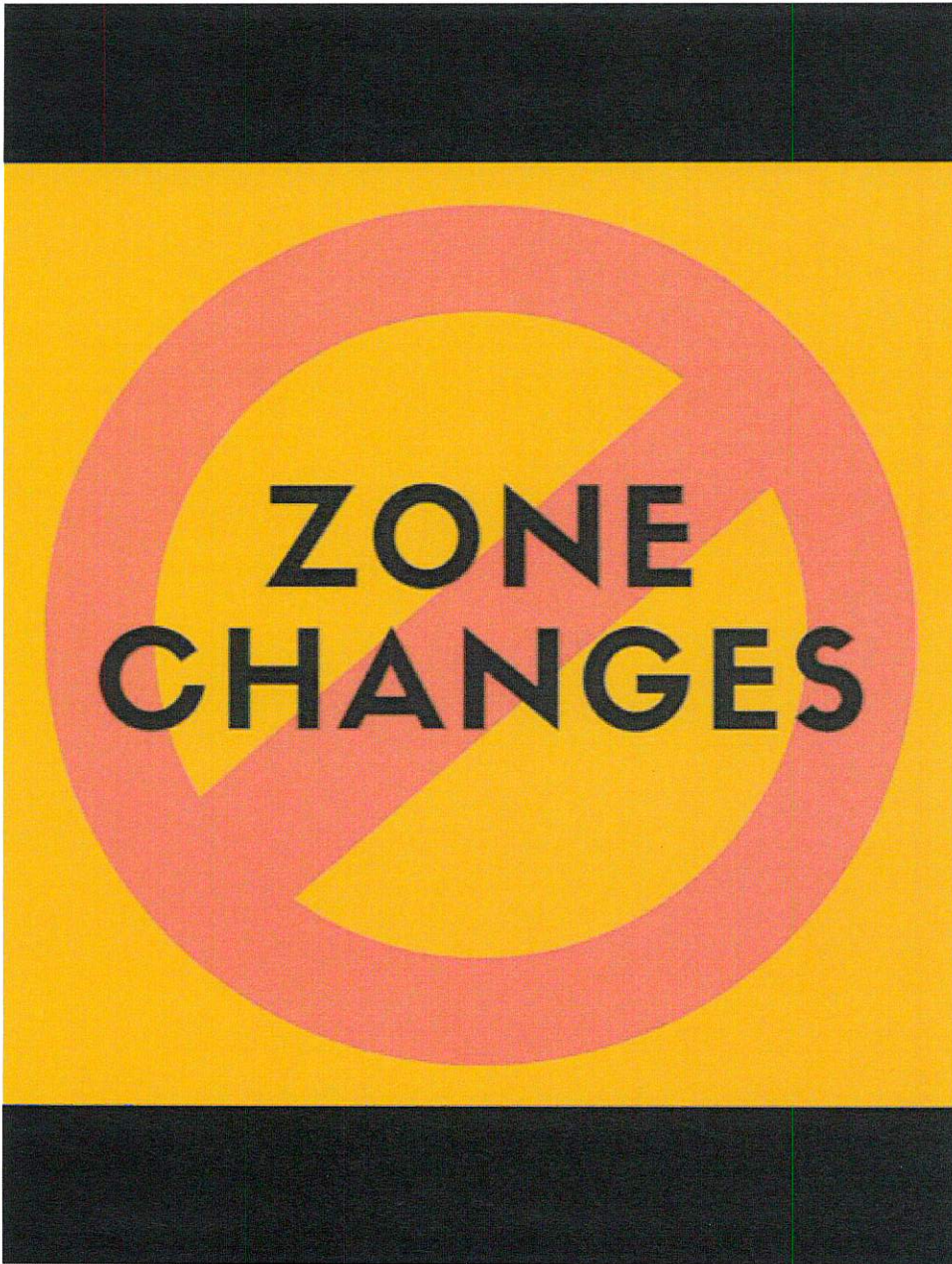
> ATT: Matt Brown  
> Zone changes .  
> You should not change zones for expanding housing in a rural area. Only supports land owners and developers !  
> Zones are for the make up and character of a neighborhood  
> It should be uniformed to the existing land. Example houses are on 3 acre lots it should stay that way exactly . For ever in this area. This is not the city but will be if you continue to do these changes .ITS WRONG.  
> So where some on slips in a development every land owner wants the same. This is what zoning is suppose to prevent.  
> Obviously the people who spent a life time working and invested to live in the country their dreams and investment are no longer an consideration. Shame on all those who forget we exist.  
> We all know the traffics is in mayhem in Baldwin County. Their may never be enough money to correct this problem properly. Over crowding in the country is here right now and still changing zoning and continue over crowding is being considered and just for land owners and developers pockets. We pay the price in so many ways.  
> Emergency services and volunteers fire department is overwhelmed.  
> You say others will come to our rescue if our department is busy. No always true.  
> Do you have forgotten about the pollution or did you? The recycling ?  
> LANDFILLS?  
> Do you know all the cars you're adding to our environment. Do you know how much pollution you get from every drop of oil , fluid , antifreeze for our streets and go down to our sewer services. WATER and is absorbed in our soil?  
> I would like to speak for the children that you are polluting their air the ground they play in . The air they breath . No one considers this. It's never brought up.. Do we not have enough pollution that we have to add to it. Baldwin county is terrible on the environment. We don't even recycle properly if we recycle at all. Put our recycling in landfills for the last year and a half. And you may still be doing it. What about this.  
> Let me also speak for the animals in the wildlife . Do you not think they're not important.  
> Do you have any idea what happens when we lose them.  
> I don't have a problem with anybody Selling their land. I do have a problem when you guys change the zones and therefore become a city.  
> That enhances all the problems I just spoke about.  
> And it also brings crime. Rural areas should stay rural.  
> Those in charge need to keep it that way. If there are problems to keep rural areas rural you should be speaking to all those in power to help fix the problem. We are willing to help achieve this goal.  
> Just let us know what we need to do. The meantime remembering this will be appreciated.



> Thank you William Randolph and Family

> P.s. I do believe the sign went up On 4-28 . I was under the impression signs had to be up 3 weeks prior to hearing?





>

>

> 🙏 have a blessed day 🦋

🙏 have a blessed day 🦋

May 2, 2022

Baldwin County Zoning and Planning  
22251 Palmer Street  
Robertsdale, Alabama 36567

Re: Case # Z-22-000009

Dear Zoning and Planning Members,

This letter is a written objection, to the proposal to change the existing zoning of the referenced property in Case # Z-22-000009.

I am a property owner and a resident on Rebel Road. I, like all of the others that live in his area, have spent our money on this property and have built homes with the intention of living here with the spacious living conditions that the RSF-E zoning provides.

Then along comes a developer from Dallas or Atlanta or somewhere else that wants to change the zoning to much smaller lots sizes and more crowded living conditions. Why do they want to do this? So they can take a pocket full of money home and leave use to make do with mess that they created.

I am pleading with you to take the side with the local residents and not with the out of town developers. If they want to sell lots and homes, let them build them on the requirements that RSF-E provides.

Please don't allow the change in zoning around our homes.

Wayne Sanders  
10175 Rebel Road  
Daphne, Alabama 36526



May 5, 2022

Baldwin County Planning and Zoning Department  
22251 Palmer Street  
Robertsdale, AL 36567  
Re: **Case No. Z22-000009**

Planning Commission,

I, Barbara Sanders, as a resident of Rebel Road Daphne, Alabama, am writing to express my opposition to the proposed rezoning of the property on Rebel Road.

I am against the proposed rezoning from RSF-Estate District to RSF-3 for the following reasons:

- The RSF-3 Single Family District designation is not consistent with properties in the Rebel Road area. Per the Baldwin County Zoning Ordinances a RSF-3 designation would allow lot sizes to have a minimum area of 10,000 square feet. Currently the average residential lot size that utilizes a Rebel Road address is about 96,900 square feet. Of those 18 residential properties, 12 properties are greater than 60,000 square feet with 8 of those being well over 100,000 square feet.
- The proposed plan currently includes up to 104 households which is greater than the 2.9 houses per acre as stated in Chapter 3 of the Baldwin County Master Plan.
- Through the past several years, Rebel Road has experienced a significant increase in traffic. This increase is mainly due to residential development that continues in the Belforest area east and south of Rebel Road. Many local residents use Rebel Road as a route to and from Highway 181. These residents utilize Rebel Road as a bypass to avoid intersections along Highway 64. As traffic has increased, the safety of Rebel Road has deteriorated. The proposed plan would add 100+ additional households traveling Rebel Road on a daily basis.
- During significant rain events, there has been an increase in flooding in our area. We are concerned that if the proposed construction on Rebel Road takes place, long standing residents could face flooding issues due to changes in the stormwater runoff.
- If the property was to be rezoned RSF-3, the developer can change the original concept to include manufactured homes and mobile homes and still stay within the RSF-3 designation. This type of change would decrease the value of the homes along Rebel Road.

In conclusion, I ask that the commission deny the rezoning and maintain the RSF-Estate zoning.

Thank you for your time and consideration.

Respectfully,

Barbara Sanders

### LETTER OF OPPOSITION

to the proposed rezoning and development at Rebel Road in Planning District 15 (Case # Z22-000009)

To Whom It May Concern:

I am August McWhirter, a resident living at 10309 Rebel Rd. My property either adjoins or will be impacted by the proposed property in the subject line. As part of the Belforest Community, I am writing to express my opposition to the proposed rezoning and development of the property at Rebel Road and the Waterford Subdivision.

In reviewing the current permit application, the developer has designated a current zoning of RSF-2. This is only true for part of the proposed land. The land adjoining Rebel Road is currently zoned RSF-E. The current zoning ordinance of RSF-E which is 80,000 square feet is consistent with all adjoining properties in this area and most other properties in the immediate area. The proposed zoning of RSF-3 which is 10,000 square feet would not only be counter to all adjoining properties but would strain the infrastructure and stormwater controls already in place. This would also be 5,000 sq/ft or 30% reduction of lot size compared to the adjoining Waterford Subdivision which would be counter to home values in this current designation.

It should be noted that this area is already under heavy development just South in the Jubilee Farms Subdivision and infrastructure and traffic concern has already been risen. The area of concern (Rebel Road) has been heavily congested and used as a thoroughfare for traffic from the Austin Road and County Road 64 corridor. This area has seen a large increase of traffic since the construction of the new Belforest Elementary. This area has already observed 2 major flooding events in the last 10 years that has flooded or inundated households that previously were of no risk. Additional development would further complicate stormwater runoff and adversely affect surrounding areas. Page 3 of the Baldwin County Master Plan states *"We desire for our children to have employment opportunities in Baldwin County resulting from continued economic growth, but this growth must complement our environment, character, history and culture."* It's my belief that the environment and character of the surrounding area would be adversely impacted. Also, Section 45-2-261.06 of the Master Plan states, *"zoning ordinances, and regulations shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted, and harmonious development of the county which will in accordance with present and future needs best promote the health, environment, safety, morals, order, convenience, prosperity, and general welfare, as well as efficiency and economy in the process of development, and shall promote safety from fire, flood, and other dangers and the healthful and convenient distribution of population."*

Lastly, I do not agree with the applicant's comment on the current zoning designations. Question 2 of the application process states *"Has there been a change in the conditions upon which the original zoning designation was based? Has land uses or conditions changed since the zoning was established?"* The applicant feels that the zoning designations were merely

placed on these properties as place holders and hold no value. I do not agree with this statement. Existing zoning and their designations matter and are considered when purchasing property. The land use and conditions for these properties have not changed and neither have the adjoining properties.

**In summary, my opposition is based on these potential/probable negative effects:**

- The loss of neighborhood and community character.
- A decrease in the market value of my home and land.
- Increased traffic congestion adding to an already dangerous situation at Austin Road & Rebel Road. The applicant indicated in Question 4 of their application that they do not anticipate adversely impacting traffic patterns or congestion which I do not agree with.
- The destruction of green space and mature trees which would adversely impact the stormwater runoff that has already been noted as an issue.

I would like to request that the commission not authorize the rezoning to the RSF-3 designation on the above property or to consider the rezoning to a RSF-1 designation which would be more in line with the current community.

Respectfully,

Name: \_\_\_\_\_

Number: \_\_\_\_\_

Email: \_\_\_\_\_

May 5, 2022

Mr. Matthew Brown, Director

Baldwin County Planning & Zoning

22251 Palmer Street

Robertsdale, AL 36567 (Delivered via Email)

RE: Case # Z22-000009 Bertolla Properties LLC Property

Mr. Brown,

My name is Kevin Strickland and I am a resident of the Waterford subdivision in Daphne, Alabama. Alabama. My property is immediately adjacent to the proposed rezoning at the very northern parcel of Waterford Subdivision, and will be directly affected by the Planning & Zoning Commission's decision.

When I built this house in 2013, I was assured that the parcel of land where the entire Jubilee subdivision now lies was "under 100-year lease and would never be developed." That was a lie. I was assured that Waterford would remain a closed subdivision, thus ensuring relatively stable property values and an enhanced sense of safety for me, my family and my neighbors. That now appears to be yet another lie.

Over the past ten years I've watched as this entire area has been developed to the point that it cannot be sustained. Water, sewer, traffic, schools... everything that makes this area viable and attractive to residents is already stretched beyond capacity.

Your job personally and the job of this commission is to ensure the safety, comfort, stability and value of the land and property owned by current residents. Instead, this entire board appears to be driven by developer interests and unrestrained greed.

In that respect you and this board have failed spectacularly. The Jubilee subdivision has already placed an undue burden on the infrastructure and the residents of this subdivision.

I am ADAMANTLY opposed to this new subdivision in general principle. Every reason I chose to move to this area will be eradicated when this unnecessary money-grab is built.

Since it appears that there is no stopping this out-of-control cash train and that this area will be absurdly developed – adding unbearable stress to an already overburdened infrastructure, the least your board can do is deny the application to rezone the entire development to RS-3.



While rejecting the application to rezone won't completely negate the massive negative impact, it could potentially lessen the death blow to the property values here. Our investment could further be protected by refusing to allow access to this massive annoyance via our neighborhood.

Other residents of this area have been more polite and more detailed. I will be blunt. If this application passes and if the traffic to this abomination is routed through our neighborhood, I will do my best to see that this is the last term any of you serve on this board.

I moved to Daphne 14 years ago, but the charming and beautiful town I chose for my home no longer exists. It has instead been swallowed up by out-of-control development, an absolute lack of concern for the residents, unchecked greed, and shockingly poor planning.

It is a situation that cannot continue. You, and this board have an opportunity to take some small steps to mitigate the ongoing development disaster the residents of this area have already endured.

Your time and attention to this matter is very much appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read 'K Strickland', with a long horizontal flourish extending to the right.

Kevin Strickland

April 29, 2022

Mr. Matthew Brown, Director  
Baldwin County Planning & Zoning  
22251 Palmer Street  
Robertsdale, AL 36567 (delivered via email)

Re: Case #Z22-000009 Bertolla Properties LLC Property

Mr. Brown,

My name is Wanda Taylor, my husband and I live on Rebel Road, across from the proposed rezoning and will directly affected by the Planning & Zoning Commission's decision.

We have lived her for over 30 years and have seen the insane rapid residential growth in Baldwin County which has stressed all of our infrastructures – water, sanitary sewer, drainage,, roadways, schools, everything. They are just barely able to provide minimum levels of service to the existing residents in addition to the known upcoming developments.

I am requesting that the Planning & Zoning Commission scrutinize all proposed rezonings, particularly this one! The parcels included are currently zoned RSF-2 and RSF-E (residential) and the request is to rezone the entire 54+ acres to RSF-3. This would created a higher density of residential homes. Allowing rezonings at this higher density would be a gross misuse of the Commission's power. Residential rezonings should be considered to an equal or lower density. This proposed rezoning must be rejected.

I disagree with the applicants answers on the application stating that the RSF-3 rezoning would be the best transition between the RSF-2 rezoning of Waterford Subdivision and the business zonings west of Highway 181. The entire area surrounding this development is comprised of RSF-E and RSF-2 neighborhoods with the exception of the three business parcels along Highway 181. The conceptual plan in the application shows no direct connection to Highway 181, which negates the argument that the development would be a transition between business and residential zonings.

As a resident on Rebel Road I don't oppose residential development – it is currently zoned for residential use anyway – the applicant can develop the parcels with the zonings as –is, which ensures consistency with the adjacent properties. If the commission feels rezoning is warranted, I request that they require it be consistent with the adjacent properties. The only rezoning that meets this criterion would be the most restrictive zoning within the parcels included and the adjacent neighbors – RSF-E.

I respectfully request that the Commission reject the proposed rezoning. The properties are already zoned for residential development. The owner can move forward with a residential development. The rejection would ensure the adjacent residents' safety, health and welfare by guaranteeing no additional stress on the infrastructure and no change to the character and use of the adjacent properties. All of the properties on Rebel Road are one acre or more parcels – RSF-3 would not be consistent with our neighborhood and I feel it would destroy the culture and character of our neighborhood, And I'm not even addressing the increased traffic, which is already a major problem on Rebel Road.

Thank you for your time and attention to this matter.

Sincerely,

Wanda S. Taylor (Mrs. William P.)  
10295 Rebel Road  
Daphne, AL 36526  
251-533-1545

## LETTER OF OPPOSITION

to the proposed rezoning and development at Rebel Road in Planning District 15 (Case # 222-000009)

To Whom It May Concern:

I am Kristen Ware, a resident living at 24629 Planters Drive.

My property either adjoins or will be impacted by the proposed property in the subject line. As part of the Belforest Community, I am writing to express my opposition to the proposed rezoning and development of the property at Rebel Road and the Waterford Subdivision.

In reviewing the current permit application, the developer has designated a current zoning of RSF-2. This is only true for part of the proposed land. The land adjoining Rebel Road is currently zoned RSF-E. The current zoning ordinance of RSF-E which is 80,000 square feet is consistent with all adjoining properties in this area and most other properties in the immediate area. The proposed zoning of RSF-3 which is 10,000 square feet would not only be counter to all adjoining properties but would strain the infrastructure and stormwater controls already in place. This would also be 5,000 sq/ft or 30% reduction of lot size compared to the adjoining Waterford Subdivision which would be counter to home values in this current designation.

It should be noted that this area is already under heavy development just South in the Jubilee Farms Subdivision and infrastructure and traffic concern has already been risen. The area of concern (Rebel Road) has been heavily congested and used as a thoroughfare for traffic from the Austin Road and County Road 64 corridor. This area has seen a large increase of traffic since the construction of the new Belforest Elementary. This area has already observed 2 major flooding events in the last 10 years that has flooded or inundated households that previously were of no risk. Additional development would further complicate stormwater runoff and adversely affect surrounding areas. Page 3 of the Baldwin County Master Plan states "We desire for our children to have employment opportunities in Baldwin County resulting from continued economic growth, but this growth must complement our environment, character, history and culture." It's my belief that the environment and character of the surrounding area would be adversely impacted. Also, Section 45-2-261.06 of the Master Plan states, "zoning ordinances, and regulations shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted, and harmonious development of the county which will in accordance with present and future needs best promote the health, environment, safety, morals, order, convenience, prosperity, and general welfare, as well as efficiency and economy in the process of development, and shall promote safety from fire, flood, and other dangers and the healthful and convenient distribution of population."

Lastly, I do not agree with the applicant's comment on the current zoning designations. Question 2 of the application process states "Has there been a change in the conditions upon which the original zoning designation was based? Has land uses or conditions changed since the zoning was established?" The applicant feels that the zoning designations were merely



placed on these properties as place holders and hold no value. I do not agree with this statement. Existing zoning and their designations matter and are considered when purchasing property. The land use and conditions for these properties have not changed and neither have the adjoining properties.

In summary, my opposition is based on these potential/probable negative effects:

- The loss of neighborhood and community character.
- A decrease in the market value of my home and land.
- Increased traffic congestion adding to an already dangerous situation at Austin Road & Rebel Road. The applicant indicated in Question 4 of their application that they do not anticipate adversely impacting traffic patterns or congestion which I do not agree with.
- The destruction of green space and mature trees which would adversely impact the stormwater runoff that has already been noted as an issue.

I would like to request that the commission not authorize the rezoning to the RSF-3 designation on the above property or to consider the rezoning to a RSF-1 designation which would be more in line with the current community.

Respectfully,

Name:

Kristen Ware

Number:

24629 Planters Drive, 260-479-7754

Email:

KAWAREPT@gmail.com

Mr. Matthew Brown, Director  
Baldwin County Planning & Zoning  
22251 Palmer Street, Robertsedale, AL 36567

Regarding Case #Z22-000009 Bertolla Properties LLC

Dear Mr. Brown,

Our names are Matthew and Jill Yawn, residents at 10380 Rebel Road. Matthew is a commercial property and casualty insurance underwriter. Jill is a dedicated volunteer at Belforest Elementary School, subbing occasionally in the office.

When we moved to Daphne 10 years ago to raise our family, the main draw for us was the small-town feel and highly rated school system. Inevitably we have seen much growth in these past 10 years, and our children's class sizes have swelled 35%+. As involved parents in their school, we have seen the dire need for teachers and substitutes alike. There simply are not enough educators in our area to adequately teach our children, as the growth in Daphne has not allowed for the school system to catch up. Belforest Elementary School was built to accommodate a number of students that will soon be in excess. Classrooms are already being split as teachers are out and no substitutes can be found to shoulder the load. Zero learning is done on these days, and the school becomes merely childcare.

We understand the area will continue to grow and provide homes for families who want to move here, as we did. However, the Bertolla property applicant claims that rezoning the land currently zoned RSF-E and RSF2, to RSF3 would be "similar". Similar means alike, almost identical, much the same. Frankly, the applicant's response to this question is absurd. Rezoning of the Bertolla property would be doing our children and our futures a disservice, putting even more stress on an already bulging school district, in the name of greed and higher profits.

RSF-E lots like ours and the rest of Rebel Rd are a treasure that the entire community enjoys keeping as they were intended, with the "country" feel, even though the city has grown up around us. "Residential Single Family **Estate** District" should be upheld to the highest residential standard, as true Estate-sized lots, as they were intended. Changing this would have a negative effect on our property value and the neighborhood landscape. Our 1919 farmhouse has been here for 103 years. We have a responsibility to keep these magnificent historical gems as they were intended. To squeeze as many houses as possible into the land next to us, due to nothing more than the greed of developers, is not acceptable and would ruin the character of our precious area. Respectfully, it is your commission to ensure this degradation of the surrounding landscape is not permitted.

This Estate zoning is in place for a reason, not merely a "place-holder" as the applicant claims. Take one drive down Rebel Rd and you will understand why. The applicant also claims that adverse traffic patterns and congestion is "not anticipated". This is a fallacy. Residents of Rebel Rd are already dealing with the incredible increase in traffic caused by the Jubilee Farms subdivision, and other communities cutting through Rebel Rd to Hwy 181. The congestion and UNSAFE conditions this has caused has already limited our children's ability to ride their bikes or walk down the road safely. Vehicles speed

down Rebel Rd in excess of 30 MPH OVER the speed limit daily, and we have data to show if needed. The applicant is clearly making statements either known to be untrue, or convenient ignorance in order to make a desired profit.

104 new homes as proposed would generate an additional 250+ vehicles on our road daily. Rebel Rd was a dirt road not long ago. Now it seems to be a speedway. More vehicles means more congestion, less safety, and degradation of the community character.

Due to the reasons given, we respectfully submit our opposition for the rezoning of the subject property, and if this is ever submitted again in the future we hope the applicant will complete some level of due-diligence on the issues raised in the application process, rather than false answers in order to obtain their intended goals, which only hurt the community.

Thank you very much for your time and consideration,

A handwritten signature in black ink, appearing to read "Matt. Yawn", with a large, stylized loop at the end.

Matthew & Jill Yawn

561-716-3686

Matt.Yawn@yahoo.com



**Stephen K. George**  
**24991 Planters Drive**  
**Daphne, Alabama 36526**

To: Baldwin County Planning Commission

Re: Opposition to Preposed Rezoning of Property Described in Case #Z22-000009  
Bertolla Properties, LLC

Dear Planning Commission Member,

As a Belforest community resident, living at 24991 Planters Drive, my subdivision, Waterford, adjoins the above referenced property proposed for rezoning immediately to the south. In review of the information provided on the Planning Commission website, I wish to formally oppose the rezoning of the property. The developer designates in the application that the property is currently zoned RSF-2. However, that statement is not correct. Much of the proposed rezoned property (North Section above the wetlands area) is in fact currently designated as RSF-E. The South Section of the property is indeed currently zoned RSF-2. While the properties currently zoned RSF-E have 80,000sf minimum lot sizes and properties currently zoned RSF-2 have 15,000sf minimum lot sizes, the developer has requested rezoning to RSF-3, which requires only a minimum of 10,000sf lot sizes. In addition to the adverse effects to traffic congestion, storm water runoff difficulties, current residents' property values, etc. this rezoning would create due to effectively increasing the potential total number of home sites in the North Section of the property to 800% of current plan, and increasing the potential number of home sites in the South Section to 150% of current plan, I feel this potential rezoning directly goes against the Master Plan as set forth by the Baldwin County Planning Commission. Section 45-2-261.06 of the Master Plan states **"zoning ordinances, and regulations shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted, and harmonious development of the county which will in accordance with present and future needs best promote the health, environment, safety, morals, order, convenience, prosperity, and general welfare, as well as efficiency and economy in the process of development, and shall promote safety from fire, flood, and other dangers and the healthful and convenient distribution of population."** Introduction of RSF-3 home sites into an area surrounded by, and currently zoned for RSF-E and RSF-2 sites, is far from creating a "harmonious development". Additionally, increased construction in the area in recent years has already negatively impacted flood dangers. In fact, the proposed rezoned area has a main runoff route cutting through the North and South Sections. I feel the development of more than the currently zoned home sites would only increase



the flooding dangers to current residents. Also, it is my understanding that there is currently over 1,100 approved home sites currently awaiting construction within a 2-mile radius of the proposed rezoned property. I feel this negates a need to allow variance from RSF-E and RSF-2 to RSF-3 to create more home sites, and rezoning the proposed property would definitely not equate to a "convenient distribution of population".

Overall, while I feel any increased development in the Belforest area would negatively impact current home values, traffic flow/safety, green space, stormwater control, community character and school class sizes, I also understand the property owner has rights as well. If the developer wishes to proceed with development of the land under current zoning conditions, I have no true contentions to oppose that. However, I feel allowing variance of the current zoning from RSF-E and RSF-2 to RSF-3, to allow even more home sites, would be misguided in the spirit of the established Master Plan for the area. Thus, I wish to request the commission not authorize the rezoning of the proposed property as presented in case Z22-000009.

Thank you for your time and consideration of this Letter of Opposition. If you have any questions or comments, I can be reached at [stephengeorge1704@yahoo.com](mailto:stephengeorge1704@yahoo.com). Have a good day.

Sincerely,

*Stephen K. George*

## LETTER OF OPPOSITION

**to the proposed rezoning and development at Rebel Road in Planning District 15 (Case # Z22-000009)**

To Whom It May Concern:

I am Frederick Machholz, a resident living at 10135 Rebel Rd.. My property either adjoins or will be impacted by the proposed property in the subject line. As part of the Belforest Community, I am writing to express my opposition to the proposed rezoning and development of the property at Rebel Road and the Waterford Subdivision.

In reviewing the current permit application, the developer has designated a current zoning of RSF-2. This is only true for part of the proposed land. The land adjoining Rebel Road is currently zoned RSF-E. The current zoning ordinance of RSF-E which is 80,000 square feet is consistent with all adjoining properties in this area and most other properties in the immediate area. The proposed zoning of RSF-3 which is 10,000 square feet would not only be counter to all adjoining properties but would strain the infrastructure and stormwater controls already in place. This would also be 5,000 sq/ft or 30% reduction of lot size compared to the adjoining Waterford Subdivision which would be counter to home values in this current designation.

It should be noted that this area is already under heavy development just South in the Jubilee Farms Subdivision and infrastructure and traffic concern has already been risen. The area of concern (Rebel Road) has been heavily congested and used as a thoroughfare for traffic from the Austin Road and County Road 64 corridor. This area has seen a large increase of traffic since the construction of the new Belforest Elementary. This area has already observed 2 major flooding events in the last 10 years that has flooded or inundated households that previously were of no risk. Additional development would further complicate stormwater runoff and adversely affect surrounding areas. Page 3 of the Baldwin County Master Plan states *"We desire for our children to have employment opportunities in Baldwin County resulting from continued economic growth, but this growth must complement our environment, character, history and culture."* It's my belief that the environment and character of the surrounding area would be adversely impacted. Also, Section 45-2-261.06 of the Master Plan states, *"zoning ordinances, and regulations shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted, and harmonious development of the county which will in accordance with present and future needs best promote the health, environment, safety, morals, order, convenience, prosperity, and general welfare, as well as efficiency and economy in the process of development, and shall promote safety from fire, flood, and other dangers and the healthful and convenient distribution of population."*

Lastly, I do not agree with the applicant's comment on the current zoning designations. Question 2 of the application process states *"Has there been a change in the conditions upon which the original zoning designation was based? Has land uses or conditions changed since the zoning was established?"* The applicant feels that the zoning designations were merely

placed on these properties as place holders and hold no value. I do not agree with this statement. Existing zoning and their designations matter and are considered when purchasing property. The land use and conditions for these properties have not changed and neither have the adjoining properties.

**In summary, my opposition is based on these potential/probable negative effects:**

- The loss of neighborhood and community character.
- A decrease in the market value of my home and land.
- Increased traffic congestion adding to an already dangerous situation at Austin Road & Rebel Road. The applicant indicated in Question 4 of their application that they do not anticipate adversely impacting traffic patterns or congestion which I do not agree with.
- The destruction of green space and mature trees which would adversely impact the stormwater runoff that has already been noted as an issue.

I would like to request that the commission not authorize the rezoning to the RSF-3 designation on the above property or to consider the rezoning to a RSF-1 designation which would be more in line with the current community.

Respectfully,

Name: Frederick Machholz  
Number: 251-281-7467  
Email: fredmachholz@gmail.com



April 19, 2022

Mr. Matthew Brown, Director  
Baldwin County Planning & Zoning  
22251 Palmer Street  
Robertsdale, AL 36567 (Delivered via Email)

RE: Case # Z22-000009 Bertolla Properties LLC Property

Mr. Brown,

My name is Denise King and I am a licensed Professional Civil Engineer in the State of Alabama. My focus is in infrastructure and specifically, I have more than a decade of experience working with municipal and utility infrastructure in Baldwin County alone. I also live immediately adjacent to the proposed rezoning at the very northern parcel of Waterford Subdivision, and will be directly affected by the Planning & Zoning Commission's decision.

Over the past decade, the rapid residential growth in Baldwin County has stressed all of the infrastructure. Belforest Water System, the water system serving the parcels proposed for rezoning, is currently undergoing capacity improvements to address the needed infrastructure to accommodate known upcoming developments. The Town of Loxley, City of Daphne/Daphne Utilities, City of Fairhope, etc. are all in the same position and grappling to secure funding for improvements while keeping customer rates low, determine necessary improvements based on historical and projected future growth, and implement these improvements in time to meet the new demands. This challenge is spread across all of our infrastructure – water, sanitary sewer, drainage, roadways, schools, everything. Struggling to keep up with the rapid growth and continue to provide the minimum level of service to existing residents has become the new normal.

I say all of this to highlight the request for the Planning & Zoning Commission to scrutinize all proposed rezonings in this light. In this particular case, the parcels included in the rezoning are currently zoned RSF-2 and RSF-E (residential zonings), and the request is to rezone the entire 54+ acres to RSF-3. The conceptual plan submitted by the Applicant shows a proposed subdivision based on RSF-3 rezoning, which would create a higher density of residential homes. Allowing rezonings at a higher residential density than its current zoning, in today's rapid growth climate, would be a gross misuse of the Commission's power. In my opinion, it is the obligation of the



Commission to encourage sustainable, responsible growth within the County. The only way to do that is to require residential rezonings be considered to an equal or lower density. The Applicant's request for the rezoning of these five (5) parcels is going in the completely wrong direction, and must be rejected.

In addition, the Applicant argues that the RSF-3 rezoning would be the best transition between the RSF-2 zoning of Waterford Subdivision and the business zonings west of Highway 181. The entire quadrant surrounding this development is comprised of RSF-E (not even mentioned in the application) and RSF-2 neighborhoods, with the exception of three business parcels along Highway 181. However, the conceptual plan in the application shows no direct connectivity to Highway 181, which negates the argument that the development would be a transition between business and residential zonings.

As a resident of Waterford Subdivision, I am not opposed to the proposed residential development. The parcels are all currently zoned for residential use anyway. The owner can develop the parcels with the zonings as-is, which ensures consistency with the adjacent neighborhoods. If the Commission feels a rezoning is appropriate, I ask that they require any rezoning be consistent with the adjacent neighborhoods, especially those that are proposed to be directly connected to the development. The only appropriate rezoning that meets this criterion would be the most restrictive zoning within the parcels included and the adjacent affected neighborhoods (RSF-E).

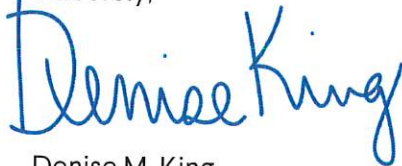
I politely request that the Commission reject the proposed rezoning. The properties are already zoned for residential development, so a rejection of the rezoning does not hinder the owner from moving forward with a residential development in any way. What the rejection accomplishes is ensuring the adjacent residents' safety, health and welfare by guaranteeing no additional stress on the area's infrastructure and no detrimental change to the character and use of the adjacent properties.

Last, while I understand that access is not part of the rezoning request and is handled during the subdivision review, I feel it is appropriate to discuss given the application submitted by the owner. The conceptual plan submitted shows access via Rebel Road (adjacent properties zoned RSF-E) and Waterford Subdivision (RSF-2) to Austin Road with through connection across Picard Branch. As a resident of Waterford Subdivision, which has been a closed subdivision since the final plat in 2006, there is an overwhelming sentiment from residents that the thoroughfare, if allowed as shown, would completely destroy the culture and character of our neighborhood, create a safety issue due to increased traffic, and jeopardize our welfare by decreasing the value of our properties as the smaller lots would be directly connected to our development. The mission of the Planning & Zoning Commission is to ensure the safety, health, and welfare of the existing

County citizens. Allowing the rezoning would create a higher density development connected to two residential developments/streets, both of which are lower densities than the requested rezoning. There is no reasonable argument that can be made that the approval of the requested rezoning, connected to the two residential neighborhoods of lower densities, would not be detrimental to the health, safety and welfare of the existing County citizens residing in the Waterford Subdivision and along Rebel Road. However, my point in bringing this to the Commission's attention now is that I would personally view the rezoning request differently if the proposed higher density development were connected directly to Highway 181 via the highway frontage parcel included in the rezoning request and not via the two residential neighborhoods of lower density.

Your time and attention to this matter is very much appreciated. If you have any questions or comments, please feel free to reach me at 251-776-0358.

Sincerely,

A handwritten signature in blue ink that reads "Denise King". The signature is written in a cursive, flowing style. The first name "Denise" is written in a larger, more prominent script, and the last name "King" follows it in a similar but slightly smaller script. The ink is a vibrant blue color.

Denise M. King

## Opposition Letter for Re-Zoning request from Bertolla Properties, LLC case # Z22-9

I am Chris Stewart, a resident of the Belforest Community, living in Waterford Subdivision, 10401 Goodrich Way. My property either adjoins or will be impacted by the proposed property in the subject line. As part of the Waterford Subdivision and Belforest Community, I am writing to express my opposition to the proposed rezoning and development of the property between Rebel Road and the Waterford Subdivision.

In reviewing the current permit application, the developer has designated a current zoning of RSF-2. This is only true for part of the proposed land. The land adjoining Rebel Road is currently zoned RSF-E. The current zoning ordinance of RSF-E which is 80,000 square feet is consistent with all adjoining properties in this area and most other properties in the immediate area. The proposed zoning of RSF-3 which is 10,000 square feet would not only be counter to all adjoining properties but would strain the infrastructure and stormwater controls already in place. This would also be 5,000 sq/ft or 30% reduction of lot size compared to the adjoining Waterford Subdivision which would be counter to home values in this current designation.

Rezoning is not consistent with the vision set forth by the District 15 Advisory Committee. Zoning is in place so that members of the community can have some expectation of what might come in the future. The parcels in question were already zoned RSF-E and a RSF 2 on a parcel when purchased by Mr. Bertolla. This zoning was put in place to maintain the community and allows for residential development consistent with the character of the adjoining properties. There is no reasonable expectation to be rezoned.

The only benefit to rezoning is to be more profitable for the developer not to benefit the integrity of this community especially



those properties adjoining. This is NOT a sufficient reason for rezoning.

It should be noted that this area is already under heavy development just South in the Jubilee Farms Subdivision and infrastructure and traffic concerns have already been raised. Rebel Road has been heavily congested and used as a thoroughfare for traffic from the Austin Road and County Road 64 corridor. This area has seen a large increase of traffic since the construction of the new Belforest Elementary. The other area of concern is the intersection of Austin Road and Hwy. 181. While a traffic light is planned, this will only influence more drivers to cut through Waterford Subdivision causing Planters Drive to become a major thoroughfare. Page 3 of the Baldwin County Master Plan states "We desire for our children to have employment opportunities in Baldwin County resulting from continued economic growth, but this growth must complement our environment, character, history and culture." It's my belief that the environment and character of the surrounding area would be adversely impacted. Also, Section 45-2-261.06 of the Master Plan states, "zoning ordinances, and regulations shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted, and harmonious development of the county which will in accordance with present and future needs best promote the health, environment, safety, morals, order, convenience, prosperity, and general welfare, as well as efficiency and economy in the process of development, and shall promote safety from fire, flood, and other dangers and the healthful and convenient distribution of population."

Lastly, I too, do not agree with the applicant's comment on the current zoning designations. Question 2 of the application process states "Has there been a change in the conditions upon which the original zoning designation was based? Has land uses or conditions changed since the zoning was established?" This land has been used for farming historically. The applicant feels that the zoning designations were merely placed on these properties as place holders and hold no value. I do not agree



with this statement. Existing zoning and their designations matter and are considered when purchasing property. The adjoining properties will be significantly impacted.

In summary, my opposition is based on these potential/probable negative effects:

- The loss of neighborhood and community character.
- Increased traffic congestion at Austin Road & Rebel Road, Austin Road and Hwy. 181 as well as tripling traffic down Planters Dr. The applicant indicated in Question 4 of their application that they do not anticipate adversely impacting traffic patterns or congestion which I do not agree with – it is a problem now.
- The destruction of green space and mature trees which would adversely impact the stormwater runoff has already been noted as an issue.

I would like to request that the commission NOT authorize the rezoning to the RSF-3 designation.

Respectfully,

Chris Stewart

May 3, 2022

Mr. Matthew Brown, Director  
Baldwin County Planning & Zoning  
22251 Palmer Street  
Robertsdale, AL 36567 (Delivered via Email)

RE: Case # Z22-000009 Bertolla Properties LLC Property

Mr. Brown,

My name is Joseph Lentivech. I am a resident of 6 years in the Waterford community in Belforest, AL. I live on Planters Dr. and will be directly effected by the new community that is being proposed to connect to our existing community.

Over the past decade, the rapid residential growth in Baldwin County has stressed all of the infrastructure. Belforest Water System, the water system serving the parcels proposed for rezoning, is currently undergoing capacity improvements to address the needed infrastructure to accommodate known upcoming developments. The Town of Loxley, City of Daphne/Daphne Utilities, City of Fairhope, etc. are all in the same position and grappling to secure funding for improvements while keeping customer rates low, determine necessary improvements based on historical and projected future growth, and implement these improvements in time to meet the new demands. This challenge is spread across all of our infrastructure – water, sanitary sewer, drainage, roadways, schools, everything. Struggling to keep up with the rapid growth and continue to provide the minimum level of service to existing residents has become the new normal.

I say all of this to highlight the request for the Planning & Zoning Commission to scrutinize all proposed rezonings in this light. In this particular case, the parcels included in the rezoning are currently zoned RSF-2 and RSF-E (residential zonings), and the request is to rezone the entire 54+ acres to RSF-3. The conceptual plan submitted by the Applicant shows a proposed subdivision based on RSF-3 rezoning, which would create a higher density of residential homes. Allowing rezonings at a higher residential density than its current zoning, in today's rapid growth climate, would be a gross misuse of the Commission's power. In my opinion, it is the obligation of the Commission to encourage sustainable, responsible growth within the County. The only way to do that is to require residential rezonings be considered to an equal or lower density. The Applicant's request for the rezoning of these five (5) parcels is going in the completely wrong direction, and must be rejected.

In addition, the Applicant argues that the RSF-3 rezoning would be the best transition between the RSF-2 zoning of Waterford Subdivision and the business zonings west of Highway 181. The entire quadrant surrounding this development is comprised of RSF-E (not even mentioned in the application) and RSF-2 neighborhoods, with the exception of three business parcels along Highway 181. However, the conceptual plan in the application shows no direct connectivity to Highway 181, which negates the argument that the development would be a transition between business and residential zonings.

As a resident of Waterford Subdivision, I am not opposed to the proposed residential development. The parcels are all currently zoned for residential use anyway. The owner can develop the parcels with the zonings as-is, which ensures consistency with the adjacent neighborhoods. If the Commission feels a rezoning is appropriate, I ask that they require any rezoning be consistent with the adjacent neighborhoods, especially those that are proposed to be directly connected to the development. The only appropriate rezoning that meets this criterion would be the most restrictive zoning within the parcels included and the adjacent affected neighborhoods (RSF-E).

I politely request that the Commission reject the proposed rezoning. The properties are already zoned for residential development, so a rejection of the rezoning does not hinder the owner from moving forward with a residential development in any way. What the rejection accomplishes is ensuring the adjacent residents' safety, health and welfare by guaranteeing no additional stress on the area's infrastructure and no detrimental change to the character and use of the adjacent properties.

Last, while I understand that access is not part of the rezoning request and is handled during the subdivision review, I feel it is appropriate to discuss given the application submitted by the owner. The conceptual plan submitted shows access via Rebel Road (adjacent properties zoned RSF-E) and Waterford Subdivision (RSF-2) to Austin Road with through connection across Picard Branch. As a resident of Waterford Subdivision, which has been a closed subdivision since the final plat in 2006, there is an overwhelming sentiment from residents that the thoroughfare, if allowed as shown, would completely destroy the culture and character of our neighborhood, create a safety issue due to increased traffic, and jeopardize our welfare by decreasing the value of our properties as the smaller lots would be directly connected to our development. The mission of the Planning & Zoning Commission is to ensure the safety, health, and welfare of the existing County citizens. Allowing the rezoning would create a higher density development connected to two residential developments/streets, both of which are lower densities than the requested rezoning. There is no reasonable argument that can be made that the approval of the requested rezoning, connected to the two residential neighborhoods of lower densities, would not be detrimental to the health, safety and welfare of the existing County citizens residing in the Waterford Subdivision and along Rebel Road. However, my point in bringing this to the Commission's attention now is that I would personally view the rezoning

request differently if the proposed higher density development were connected directly to Highway 181 via the highway frontage parcel included in the rezoning request and not via the two residential neighborhoods of lower density.

Your time and attention to this matter is very much appreciated. If you have any questions or comments, please feel free to reach me at 330-285-0674.

Sincerely,

*Joseph Lentivech*



**LETTER OF OPPOSITION to the proposed rezoning and development in  
Planning District 15 (Case #Z22-000009)**

To Whom It May Concern,

I am Genevieve Hutfless, a resident of the Waterford subdivision, living at 10331 Goodrich Way, Daphne, AL 36526. My property is directly south of the proposed rezoning area & will be impacted by the Planning & Zoning Commission's decision. As part of the Belforest Community I am writing to express my opposition to this proposed rezoning of property located between Rebel Road and the Waterford Subdivision.

According to the current permit application, the developer has designated a current zoning of RSF-2. This is not completely true as the land adjoining Rebel Road is currently zoned RSF-E, which is not even mentioned in the application. The current ordinance of RSF-E is 80,000 square feet and is consistent with all adjoining properties to the north, east and west. The Waterford subdivision, to the south, is zoned RSF-2. Our property is 18,000 square feet. The proposed rezoning of RSF-3 which is only 10,000 square feet is counter to all adjoining properties. It would also strain all current infrastructure and stormwater controls in place. It's approximately 5000 square feet or 30% reduction of lot size compared to most of the Waterford lots and would definitely impact our home values.

Our area is under heavy development and infrastructure and traffic is of great concern. Rebel Road is heavily congested and used as a thoroughfare for traffic due to dangerous conditions at Austin Road and County Road 64. The new Jubilee Farm subdivision and Belforest Elementary school has increased traffic in the area exponentially. Flooding has become a concern in areas that previously were of no risk. Even the area of the proposed development has flooded in recent past.

Question 2 of the application process states "Has there been a change in the conditions upon which the original zoning designation was based? Has land uses or conditions changed since the zoning was established. The applicant feels that the zoning designations were merely placed on the properties as place holders and hold no value. I strongly disagree with that statement. The existing zoning and their designations matter and are considered when purchasing property. The land use has not changed nor have the adjoining properties. We purchased our property in Waterford 11 years ago knowing full well the zoning all around us.

I oppose this rezoning change in summary because it will decrease the market value of my home and land. The traffic congestion will increase adding to problems we already encounter daily north and south on Austin Road and on Rebel Road. The destruction of the space and trees growing on the land will adversely impact the stormwater runoff that is already an issue.

I respectfully request that the commission not authorize the rezoning to the RSF-3 designation on the above property.

Thank you for your careful consideration.



Genevieve Hutfless

850-292-8909

ghutfless@gmail.com



## **LETTER OF OPPOSITION**

**to the proposed rezoning and development at Rebel Road in Planning District 15 (Case # Z22-000009)**

To Whom It May Concern:

I am Wanda Taylor, a resident living at 10295 Rebel Road, Daphne, AL 36526.. My property either adjoins or will be impacted by the proposed property in the subject line. As part of the Belforest Community, I am writing to express my opposition to the proposed rezoning and development of the property at Rebel Road and the Waterford Subdivision.

In reviewing the current permit application, the developer has designated a current zoning of RSF-2. This is only true for part of the proposed land. The land adjoining Rebel Road is currently zoned RSF-E. The current zoning ordinance of RSF-E which is 80,000 square feet is consistent with all adjoining properties in this area and most other properties in the immediate area. The proposed zoning of RSF-3 which is 10,000 square feet would not only be counter to all adjoining properties but would strain the infrastructure and stormwater controls already in place. This would also be 5,000 sq/ft or 30% reduction of lot size compared to the adjoining Waterford Subdivision which would be counter to home values in this current designation.

It should be noted that this area is already under heavy development just South in the Jubilee Farms Subdivision and infrastructure and traffic concern has already been risen. The area of concern (Rebel Road) has been heavily congested and used as a thoroughfare for traffic from the Austin Road and County Road 64 corridor. This area has seen a large increase of traffic since the construction of the new Belforest Elementary. This area has already observed 2 major flooding events in the last 10 years that has flooded or inundated households that previously were of no risk. Additional development would further complicate stormwater runoff and adversely affect surrounding areas. Page 3 of the Baldwin County Master Plan states *"We desire for our children to have employment opportunities in Baldwin County resulting from continued economic growth, but this growth must complement our environment, character, history and culture."* It's my belief that the environment and character of the surrounding area would be adversely impacted. Also, Section 45-2-261.06 of the Master Plan states, *"zoning ordinances, and regulations shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted, and harmonious development of the county which will in accordance with present and future needs best promote the health, environment, safety, morals, order, convenience, prosperity, and general welfare, as well as efficiency and economy in the process of development, and shall promote safety from fire, flood, and other dangers and the healthful and convenient distribution of population."*

Lastly, I do not agree with the applicant's comment on the current zoning designations. Question 2 of the application process states *"Has there been a change in the conditions upon which the original zoning designation was based? Has land uses or conditions changed since*

*the zoning was established?"* The applicant feels that the zoning designations were merely placed on these properties as place holders and hold no value. I do not agree with this statement. Existing zoning and their designations matter and are considered when purchasing property. The land use and conditions for these properties have not changed and neither have the adjoining properties.

**In summary, my opposition is based on these potential/probable negative effects:**

- The loss of neighborhood and community character.
- A decrease in the market value of my home and land.
- Increased traffic congestion adding to an already dangerous situation at Austin Road & Rebel Road. The applicant indicated in Question 4 of their application that they do not anticipate adversely impacting traffic patterns or congestion which I do not agree with.
- The destruction of green space and mature trees which would adversely impact the stormwater runoff that has already been noted as an issue.

I would like to request that the commission not authorize the rezoning to the RSF-3 designation on the above property or to consider the rezoning to a RSF-1 designation which would be more in line with the current community.

Respectfully,

Name:   
Number: 251-753-6997 \_\_\_\_\_  
Email: \_taylorbristol@aol.com\_\_\_\_\_



*the zoning was established?"* The applicant feels that the zoning designations were merely placed on these properties as place holders and hold no value. I do not agree with this statement. Existing zoning and their designations matter and are considered when purchasing property. The land use and conditions for these properties have not changed and neither have the adjoining properties.

**In summary, my opposition is based on these potential/probable negative effects:**

- The loss of neighborhood and community character.
- A decrease in the market value of my home and land.
- Increased traffic congestion adding to an already dangerous situation at Austin Road & Rebel Road. The applicant indicated in Question 4 of their application that they do not anticipate adversely impacting traffic patterns or congestion which I do not agree with.
- The destruction of green space and mature trees which would adversely impact the stormwater runoff that has already been noted as an issue.

I would like to request that the commission not authorize the rezoning to the RSF-3 designation on the above property or to consider the rezoning to a RSF-1 designation which would be more in line with the current community.

Respectfully,

Name: Wanda Taylor

Number: 251-533-1545 \_\_\_\_\_

Email: \_wandatat4@gmail.com

## LETTER OF OPPOSITION

to the proposed rezoning and development at Rebel Road in Planning District 15 (Case # Z22-000009)

To Whom It May Concern:

I am William Taylor, a resident living at 10295 Rebel Road, Daphne, AL 36526.. My property either adjoins or will be impacted by the proposed property in the subject line. As part of the Belforest Community, I am writing to express my opposition to the proposed rezoning and development of the property at Rebel Road and the Waterford Subdivision.

In reviewing the current permit application, the developer has designated a current zoning of RSF-2. This is only true for part of the proposed land. The land adjoining Rebel Road is currently zoned RSF-E. The current zoning ordinance of RSF-E which is 80,000 square feet is consistent with all adjoining properties in this area and most other properties in the immediate area. The proposed zoning of RSF-3 which is 10,000 square feet would not only be counter to all adjoining properties but would strain the infrastructure and stormwater controls already in place. This would also be 5,000 sq/ft or 30% reduction of lot size compared to the adjoining Waterford Subdivision which would be counter to home values in this current designation.

It should be noted that this area is already under heavy development just South in the Jubilee Farms Subdivision and infrastructure and traffic concern has already been risen. The area of concern (Rebel Road) has been heavily congested and used as a thoroughfare for traffic from the Austin Road and County Road 64 corridor. This area has seen a large increase of traffic since the construction of the new Belforest Elementary. This area has already observed 2 major flooding events in the last 10 years that has flooded or inundated households that previously were of no risk. Additional development would further complicate stormwater runoff and adversely affect surrounding areas. Page 3 of the Baldwin County Master Plan states *"We desire for our children to have employment opportunities in Baldwin County resulting from continued economic growth, but this growth must complement our environment, character, history and culture."* It's my belief that the environment and character of the surrounding area would be adversely impacted. Also, Section 45-2-261.06 of the Master Plan states, *"zoning ordinances, and regulations shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted, and harmonious development of the county which will in accordance with present and future needs best promote the health, environment, safety, morals, order, convenience, prosperity, and general welfare, as well as efficiency and economy in the process of development, and shall promote safety from fire, flood, and other dangers and the healthful and convenient distribution of population."*

Lastly, I do not agree with the applicant's comment on the current zoning designations. Question 2 of the application process states *"Has there been a change in the conditions upon which the original zoning designation was based? Has land uses or conditions changed since*



## LETTER OF OPPOSITION

**to the proposed rezoning and development at Rebel Road in Planning District 15 (Case # Z22-000009)**

To Whom It May Concern:

I am Wanda Taylor, a resident living at 10295 Rebel Road, Daphne, AL 36526.. My property either adjoins or will be impacted by the proposed property in the subject line. As part of the Belforest Community, I am writing to express my opposition to the proposed rezoning and development of the property at Rebel Road and the Waterford Subdivision.

In reviewing the current permit application, the developer has designated a current zoning of RSF-2. This is only true for part of the proposed land. The land adjoining Rebel Road is currently zoned RSF-E. The current zoning ordinance of RSF-E which is 80,000 square feet is consistent with all adjoining properties in this area and most other properties in the immediate area. The proposed zoning of RSF-3 which is 10,000 square feet would not only be counter to all adjoining properties but would strain the infrastructure and stormwater controls already in place. This would also be 5,000 sq/ft or 30% reduction of lot size compared to the adjoining Waterford Subdivision which would be counter to home values in this current designation.

It should be noted that this area is already under heavy development just South in the Jubilee Farms Subdivision and infrastructure and traffic concern has already been risen. The area of concern (Rebel Road) has been heavily congested and used as a thoroughfare for traffic from the Austin Road and County Road 64 corridor. This area has seen a large increase of traffic since the construction of the new Belforest Elementary. This area has already observed 2 major flooding events in the last 10 years that has flooded or inundated households that previously were of no risk. Additional development would further complicate stormwater runoff and adversely affect surrounding areas. Page 3 of the Baldwin County Master Plan states *"We desire for our children to have employment opportunities in Baldwin County resulting from continued economic growth, but this growth must complement our environment, character, history and culture."* It's my belief that the environment and character of the surrounding area would be adversely impacted. Also, Section 45-2-261.06 of the Master Plan states, *"zoning ordinances, and regulations shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted, and harmonious development of the county which will in accordance with present and future needs best promote the health, environment, safety, morals, order, convenience, prosperity, and general welfare, as well as efficiency and economy in the process of development, and shall promote safety from fire, flood, and other dangers and the healthful and convenient distribution of population."*

Lastly, I do not agree with the applicant's comment on the current zoning designations. Question 2 of the application process states *"Has there been a change in the conditions upon which the original zoning designation was based? Has land uses or conditions changed since*

*the zoning was established?"* The applicant feels that the zoning designations were merely placed on these properties as place holders and hold no value. I do not agree with this statement. Existing zoning and their designations matter and are considered when purchasing property. The land use and conditions for these properties have not changed and neither have the adjoining properties.

**In summary, my opposition is based on these potential/probable negative effects:**

- The loss of neighborhood and community character.
- A decrease in the market value of my home and land.
- Increased traffic congestion adding to an already dangerous situation at Austin Road & Rebel Road. The applicant indicated in Question 4 of their application that they do not anticipate adversely impacting traffic patterns or congestion which I do not agree with.
- The destruction of green space and mature trees which would adversely impact the stormwater runoff that has already been noted as an issue.

I would like to request that the commission not authorize the rezoning to the RSF-3 designation on the above property or to consider the rezoning to a RSF-1 designation which would be more in line with the current community.

Respectfully,

Name: \_\_\_\_\_

Number: 251-753-6997 \_\_\_\_\_

Email: \_taylorbristol@aol.com \_\_\_\_\_



*the zoning was established?"* The applicant feels that the zoning designations were merely placed on these properties as place holders and hold no value. I do not agree with this statement. Existing zoning and their designations matter and are considered when purchasing property. The land use and conditions for these properties have not changed and neither have the adjoining properties.

**In summary, my opposition is based on these potential/probable negative effects:**

- The loss of neighborhood and community character.
- A decrease in the market value of my home and land.
- Increased traffic congestion adding to an already dangerous situation at Austin Road & Rebel Road. The applicant indicated in Question 4 of their application that they do not anticipate adversely impacting traffic patterns or congestion which I do not agree with.
- The destruction of green space and mature trees which would adversely impact the stormwater runoff that has already been noted as an issue.

I would like to request that the commission not authorize the rezoning to the RSF-3 designation on the above property or to consider the rezoning to a RSF-1 designation which would be more in line with the current community.

Respectfully,

Name: Wanda Taylor

Number: 251-533-1545 \_\_\_\_\_

Email: \_wandatat4@gmail.com

## LETTER OF OPPOSITION

**to the proposed rezoning and development at Rebel Road in Planning District 15 (Case # Z22-000009)**

To Whom It May Concern:

I am William Taylor, a resident living at 10295 Rebel Road, Daphne, AL 36526.. My property either adjoins or will be impacted by the proposed property in the subject line. As part of the Belforest Community, I am writing to express my opposition to the proposed rezoning and development of the property at Rebel Road and the Waterford Subdivision.

In reviewing the current permit application, the developer has designated a current zoning of RSF-2. This is only true for part of the proposed land. The land adjoining Rebel Road is currently zoned RSF-E. The current zoning ordinance of RSF-E which is 80,000 square feet is consistent with all adjoining properties in this area and most other properties in the immediate area. The proposed zoning of RSF-3 which is 10,000 square feet would not only be counter to all adjoining properties but would strain the infrastructure and stormwater controls already in place. This would also be 5,000 sq/ft or 30% reduction of lot size compared to the adjoining Waterford Subdivision which would be counter to home values in this current designation.

It should be noted that this area is already under heavy development just South in the Jubilee Farms Subdivision and infrastructure and traffic concern has already been risen. The area of concern (Rebel Road) has been heavily congested and used as a thoroughfare for traffic from the Austin Road and County Road 64 corridor. This area has seen a large increase of traffic since the construction of the new Belforest Elementary. This area has already observed 2 major flooding events in the last 10 years that has flooded or inundated households that previously were of no risk. Additional development would further complicate stormwater runoff and adversely affect surrounding areas. Page 3 of the Baldwin County Master Plan states *"We desire for our children to have employment opportunities in Baldwin County resulting from continued economic growth, but this growth must complement our environment, character, history and culture."* It's my belief that the environment and character of the surrounding area would be adversely impacted. Also, Section 45-2-261.06 of the Master Plan states, *"zoning ordinances, and regulations shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted, and harmonious development of the county which will in accordance with present and future needs best promote the health, environment, safety, morals, order, convenience, prosperity, and general welfare, as well as efficiency and economy in the process of development, and shall promote safety from fire, flood, and other dangers and the healthful and convenient distribution of population."*

Lastly, I do not agree with the applicant's comment on the current zoning designations. Question 2 of the application process states *"Has there been a change in the conditions upon which the original zoning designation was based? Has land uses or conditions changed since*



D Hart

---

**From:** Traveis Cunningham <travc66@gmail.com>  
**Sent:** Tuesday, April 19, 2022 4:38 PM  
**To:** Matthew Brown; Planning  
**Subject:** Letter of Opposition to Proposed rezoning and development at/near Waterford Subdivision in Planning District 15 (Case # Z22-000009)

This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

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To Whom It May Concern:

I am Traveis Cunningham, a resident living at 24941 Planters Drive. My property either adjoins or will be impacted by the proposed property in the subject line. As part of the Waterford Subdivision and Belforest Community, I am writing to express my opposition to the proposed rezoning and development of the property at Rebel Road and the Waterford Subdivision.

In reviewing the current permit application, the developer has designated a current zoning of RSF-2. This is only true for part of the proposed land. The land adjoining Rebel Road is currently zoned RSF-E. The current zoning ordinance of RSF-E which is 80,000 square feet is consistent with all adjoining properties in this area and most other properties in the immediate area. The proposed zoning of RSF-3 which is 10,000 square feet would not only be counter to all adjoining properties but would strain the infrastructure and stormwater controls already in place. This would also be 5,000 sq/ft or 30% reduction of lot size compared to the adjoining Waterford Subdivision which would be counter to home values in this current designation.

It should be noted that this area is already under heavy development just South in the Jubilee Farms Subdivision and infrastructure and traffic concern has already been raised. Rebel Road has been heavily congested and used as a thoroughfare for traffic from the Austin Road and County Road 64 corridor. This area has seen a large increase of traffic since the construction of the new Belforest Elementary. The other area of concern is the intersection of Austin Road and Hwy. 181. While a traffic light is planned, this will only influence more drivers to cut through Waterford Subdivision causing Planters Drive to become a major thoroughfare. Page 3 of the Baldwin County Master Plan states "We desire for our children to have employment opportunities in Baldwin County resulting from continued economic growth, but this growth must complement our environment, character, history and culture." It's my belief that the environment and character of the surrounding area would be adversely impacted. Also, Section 45-2-261.06 of the Master Plan states, "zoning ordinances, and regulations shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted, and harmonious development of the county which will in accordance with present and future needs best promote the health, environment, safety, morals, order, convenience, prosperity, and general welfare, as well as efficiency and

economy in the process of development, and shall promote safety from fire, flood, and other dangers and the healthful and convenient distribution of population.”

Lastly, I too, do not agree with the applicant’s comment on the current zoning designations. Question 2 of the application process states “Has there been a change in the conditions upon which the original zoning designation was based? Has land uses or conditions changed since the zoning was established?” The applicant feels that the zoning designations were merely placed on these properties as place holders and hold no value. I do not agree with this statement. Existing zoning and their designations matter and are considered when purchasing property. The land use and conditions for these properties have not changed and neither have the adjoining properties.

In summary, my opposition is based on these potential/probable negative effects:

- The loss of neighborhood and community character.
- Increased traffic congestion at Austin Road & Rebel Road, Austin Road and Hwy. 181 as well as tripling traffic down Planters Dr. The applicant indicated in Question 4 of their application that they do not anticipate adversely impacting traffic patterns or congestion which I do not agree with.
- The destruction of green space and mature trees which would adversely impact the stormwater runoff that has already been noted as an issue.

I would like to request that the commission not authorize the rezoning to the RSF-3 designation on the above property or to consider the rezoning to a RSF-1 designation which would be more in line with the current community.

Respectfully,

Travis Cunningham  
251-404-4848  
[travc66@gmail.com](mailto:travc66@gmail.com)



D Hart

---

**From:** Morgan Landry <morlandry@gmail.com>  
**Sent:** Wednesday, May 4, 2022 10:43 AM  
**To:** Planning  
**Subject:** LETTER OF OPPOSITION  
**Attachments:** LETTER OF OPPOSITION.pdf

This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

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This email has been checked for viruses by Avast antivirus software.

[www.avast.com](http://www.avast.com)

**D Hart**

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**From:** Denise King <denise.mk1214@gmail.com>  
**Sent:** Thursday, April 21, 2022 10:28 AM  
**To:** Matthew Brown; Planning  
**Subject:** Opposition Letter - Item Z22-000009  
**Attachments:** Bertolla Properties Opposition Letter.pdf

This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

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Please allow the attached letter to serve as my opposition to the item identified above.

Thank you.  
Denise King

**D Hart**

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**From:** Jennifer Magli <jenmagli@gmail.com>  
**Sent:** Wednesday, May 4, 2022 10:06 AM  
**To:** Planning  
**Subject:** Opposition to Rezoning of Bertolla Properties

This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

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Dear Chairman Pumphrey and Members of the Planning Commission:

I am writing to express my opposition to the rezoning of the Bertolla Properties, LLC property, case # Z22-9. I have read the staff report and recommendation for the approval of the rezoning. The staff report overstates the intensity of commercial use nearby and uses that as a justification for the recommendation to rezone. The nearby commercial use amounts to a few local businesses that well suit the area's rural flavor. Rezoning the subject property to a more intense residential use based on the presence of the small amount of nearby commercial property will lead to a cycle where the more intense residential use will then be used to justify the rezoning of other property to commercial use and the character of the Belforest community will be completely lost.

I would also like to add that the pictures in the staff report of the properties neighboring the subject property are misleading. The subject property is bordered on two sides primarily by houses on lots of 5 acres or more. Rezoning the subject property would lead to a very abrupt transition from a very intense residential use on the subject property to a very low intensity residential use on the neighboring properties. This type of abrupt transition violates well established planning principles.

Zoning was established in this district in part to plan for future growth and to give residents a reasonable expectation of the type of development and community that would be around them in the future. The subject property can already be developed under the existing zoning in a way that is consistent with the Belforest neighborhood and there is no justification for the rezoning.

Sincerely,

Jennifer Magli  
25465 Austin Road  
Daphne, Alabama 36526

## Planning and Zoning

### Department

# Memo

**To:** Anu Gary, Records Manager  
**From:** DJ Hart  
**Date:** 6/10/2022  
**Re:** Z22-9, Bertolla Property

Proof of Advertisement for the Baldwin County Planning and Zoning Commission Public Hearing on 5/5/2022

---

Anu:

Attached is the original Proof of Publication for the Baldwin County Planning and Zoning Commission public hearing for case:

**Z22-9, Bertolla Property**

The Planning and Zoning Commission meeting was held **Thursday May 5, 2022**.

The County Commission public hearing is scheduled for **Tuesday June 21, 2022**.

Please let me know if you have any questions.

Thank You,

**DJ Hart**



# GULF COAST MEDIA

PO Box 1677 • Sumter, SC 29150  
GulfCoastMedia.com

The Courier, The Islander  
The Onlooker & The Baldwin Times  
Office: 251-943-2151 • Legals: 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:

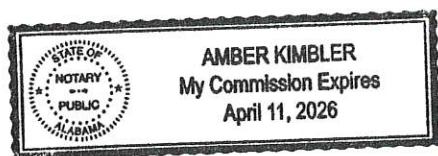
04/13/2022

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 11, 2026



Sworn and subscribed to on 04/13/2022.

BC PLANNING & ZONING- LEGAL  
Acct#: 983695  
Ad#: 335778  
Bertolla Properties  
Amount of Ad: \$123.48  
Legal File#: Z22-000009

### BALDWIN COUNTY PLANNING & ZONING COMMISSION PLANNING AND ZONING DEPARTMENT

Main Office - 251.580.1655  
22251 Palmer St.,  
Robertsdale, AL 36567

Foley Office - 251.972.8523  
201 East Section Ave.,  
Foley, AL 36535

NOTICE OF  
PUBLIC HEARING  
Case #: Z22-000009  
Bertolla Properties LLC  
Property  
Planning District: 15

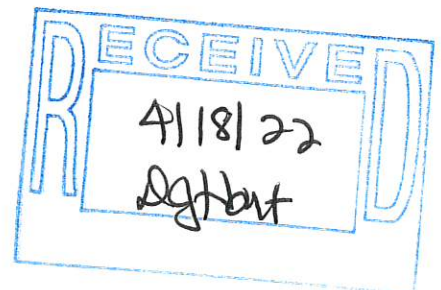
Notice is hereby given that the Baldwin County Planning & Zoning Commission will conduct a public hearing concerning a request submitted by Aaron Collins, S.E. Civil, LLC on behalf of Bertolla Properties LLC. The applicant is requesting approval to rezone 54.2 +/- acres from RSF-2, Residential Single-Family District to RSF-3, Residential Single-Family. The Parcel Identification Numbers are 05-43-06-23-0-000-033.000, 05-43-06-23-0-000-026.013, 05-43-06-23-0-000-026.000, part of 05-43-06-23-0-000-034.000 and part of 05-43-06-23-0-000-026.011.

The public hearing will be conducted during the next regular meeting of Baldwin County Planning & Zoning Commission, which is scheduled for Thursday, May 5, 2022, beginning at 4:00 p.m. at the Baldwin County Central Annex at 22251 Palmer Street, Robertsdale, AL.

The said application will be considered by the Baldwin County Planning & Zoning Commission pursuant to Alabama Code-45-2-261. The application materials are available for public review at the office of the Baldwin County Planning and Zoning Department, 22251 Palmer Street in Robertsdale, AL or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application, please contact the Baldwin County Planning and Zoning Department at (251)-580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning  
& Zoning  
22251 Palmer Street  
Robertsdale, AL 36567

You may email your comments to: [Planning@baldwincountyal.gov](mailto:Planning@baldwincountyal.gov). If you desire to address the Baldwin County Planning and Zoning Commission in person about this application, please attend the public hearing at the time and location listed above. Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability. Persons who require special accommodations under the Americans with Disability Acts or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655.  
April 13, 2022



## Planning and Zoning

### Department

# Memo

**To:** Anu Gary, Records Manager  
**From:** DJ Hart  
**Date:** 6/10/2022  
**Re:** Z22-9, Bertolla Property

Proof of Advertisement for the Baldwin County Commission Public Hearing on 6/21/2022

---

Anu:

Attached is the original Proof of Publication for the Baldwin County Commission public hearing for case:

**Z22-9, Bertolla Property**

The Planning and Zoning Commission meeting was held **Thursday May 5, 2022.**

The County Commission public hearing is scheduled for **Tuesday June 21, 2022.**

Please let me know if you have any questions.

Thank You,

**DJ Hart**

# GULF COAST MEDIA

## Printer Affidavit:

This is to certify the attached advertisement

Appeared in The Baldwin Times Issue of Gulf Coast Media.

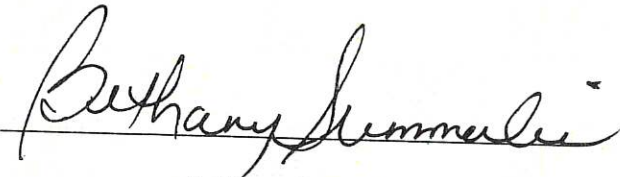
Publication Date(s):

June 17, 2022

Account # 987101 PO # \_\_\_\_\_

Cost \$ 472.50 Ad # 285821

2229 Bertone Pro.



Bethany Summerlin  
Sales Representative

Bill To:

BC Planning + Zoning

Mail payments to:

Gulf Coast Media PO Box 1677- Sumter, SC 29151

Sworn to and subscribe before me

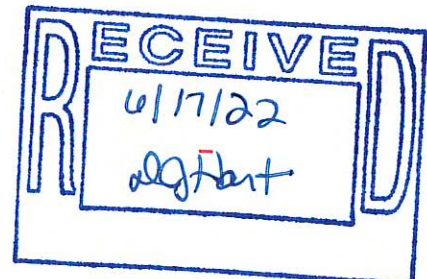
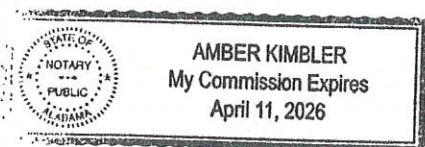
This 17<sup>th</sup> day of June, 20 22

Amber Kimbler

Amber Kimbler

Notary Public for Alabama

My commission expires on April 11, 2026





# GULF COAST MEDIA

PO Box 1677 • Sumter, SC 29150  
GulfCoastMedia.com

The Courier, The Islander  
The Onlooker & The Baldwin Times  
Office: 251-943-2151 • Legals: 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:

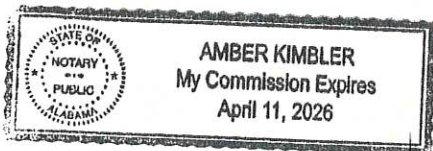
05/25/2022, 06/01/2022, 06/08/2022

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 11, 2026



Sworn and subscribed to on 06/08/2022.

BC PLANNING & ZONING- LEGAL  
Acct#: 983695  
Ad#: 336877  
Bertolla Property  
Amount of Ad: \$372.20  
Legal File# Z22-9

### BALDWIN COUNTY PLANNING & ZONING COMMISSION PLANNING AND ZONING DEPARTMENT

Main Office-251.580.1655  
22251 Palmer St.,  
Robertsdale, AL 36567

Foley Office - 251.972.8523  
201 East Section Ave.,  
Foley, AL 36535

### NOTICE OF PUBLIC HEARING Case #: Z22-9 Bertolla Property Planning District: 15

Notice is hereby given that the Baldwin County Commission will

conduct a public hearing concerning a request submitted Aaron Collins, S.E. Civil, LLC on behalf of Bertolla Properties LLC. The applicant is requesting approval to rezone 54.2 +/- acre from RSF-2, Residential Single-Family District and RSF-E, Residential Single-Family Estate to RSF-3, Residential Single-Family. The Parcel Identification Numbers are 05-43-06-23-0-000-033.000, 05-43-06-23-0-000-026.013, 05-43-06-23-0-000-026.000, part of 05-43-06-23-0-000-034.000 and part of 05-43-06-23-0-000-026.011.

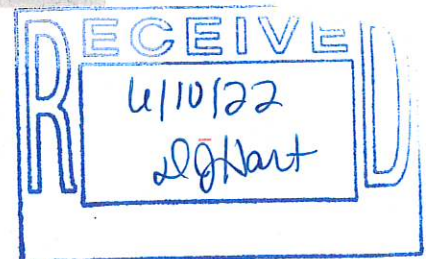
The public hearing will be conducted during the next regular meeting of Baldwin County Commission, which is scheduled for Tuesday June 21, 2022, beginning at 10:00 a.m. at the Baldwin County Fairhope Satellite Courthouse, County Commission Meeting Chambers-2nd Floor, 1100 Fairhope Ave., Fairhope, AL. 36532.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code 45-2-261. The application materials are available for public review at the office of the Baldwin County Planning and Zoning Department, 22251 Palmer Street in Robertsdale, AL or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application, please contact the Baldwin County Planning and Zoning Department at 251-580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning  
& Zoning  
22251 Palmer Street  
Robertsdale, AL 36567

You may email your comments to:  
Planning@baldwincountyal.gov.  
If you desire to address the Baldwin County Commission in person about this application, please attend the public hearing at the time and location listed above. Public participation is solicited without regard to race, color, national origin, sex, age, religion, or disability. Persons who require special accommodations under the Americans with Disability Act or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655.

May 25; June 1-8, 2022





## TRUCK

FROM PAGE A1

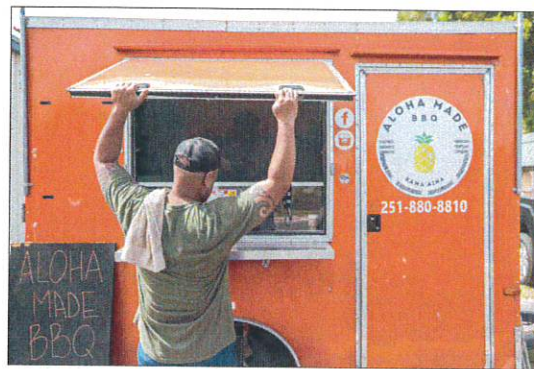
asked where a safe place was to raise kids with great schools. That is how we ended up in Baldwin County and Fairhope."

With a passion for family, food, hospitality and a desire to be his own boss, Faiupu decided he wanted a food truck. In April 2021, the family purchased the food truck, but life and work got in the way. After an injury at work, Faiupu spent his time off focusing on getting things together for the food truck.

One year to the day after purchasing the truck, Aloha Made BBQ held a soft opening. Shortly after, Faiupu resigned from his job to focus solely on family and the food truck.

When asked if it was an adjustment going from cooking for a family of eight to cooking for the truck, Faiupu laughed and said, "I have four sons to feed at home, so no."

Like most new business owners, the Faiupu family says the journey has been amazing but also difficult. Balancing six children, a new business and a mother stationed in another state has been trying, but their strong faith and the community support has kept them



Niu Faiupu opens his Aloha Made BBQ food truck in Fairhope on Nicholas Avenue on Tuesday afternoon.

moving forward.

The menu is currently small but will continue to grow over time. Faiupu makes the marinade for the beef, pork and chicken. The cubes of pork are smoked daily, while the chicken and beef are grilled. The side items are traditional of what you would see in Hawaii, white rice or fried rice and mac (macaroni) salad. Customers have the option of ordering a plate with choice of one meat, white rice and mac salad or a combo plate with two or three meats and

sides.

Staying true to the Hawaiian flavors is important, but some changes are unavoidable. Traditionally, Faiupu would use a Portuguese sausage in his fried rice, but he was unable to find it here so he uses the closest thing he could find — Conecuh. Thankfully, the sausage has been the only item that is hard to source.

In the few short months the truck has been open, customers have come from all over Baldwin County and Mobile to try the food, and

the reviews on their Facebook page rave about the food and the customer service. They also have a solid base of regulars, which is key to any business.

"We want people to feel that Aloha spirit because in Hawaii that is what we are used to," Raquel said. "Everyone is a big family. We want to build that trust and rapport with others so that they believe in our vision. Our end goal is to bring our culture here to South Baldwin and share that Aloha spirit with others because



Niu Faiupu's son Abraham retrieves Aloha Made BBQ pork from the smoker before taking it to the food truck.



Niu Faiupu takes food cooked in the VFW kitchen to his Aloha Made BBQ food truck parked outside in Fairhope on Nicholas Avenue on Tuesday afternoon.

no matter where you go, you need that."

The Aloha Made BBQ food truck is located at 950 Nicholas Ave., Fairhope. They are

open Tuesday, Wednesday, Friday and Saturday beginning at 11 a.m. The days and hours vary, so it is best to check their Facebook page.

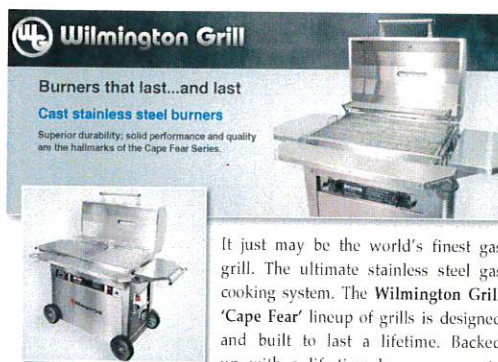


PHOTOS PROVIDED

## Bay Minette PD raises funds for Special Olympics

Bay Minette police officers recently volunteered to take a swim for a cause. The department held a special dunking booth fundraiser earlier in June in support of the Baldwin County Special Olympics. The booth was set up at Lickin' Good Donuts, and folks passing through were offered the chance to dunk a police officer for a donation. In total, the event raised nearly \$2,700 for the Baldwin County Special Olympics.

## King of the Grill



It just may be the world's finest gas grill. The ultimate stainless steel gas cooking system. The Wilmington Grill 'Cape Fear' lineup of grills is designed and built to last a lifetime. Backed up with a life-time burner warranty and a 7-year warranty on all other workmanship. Cast stainless steel burners deliver consistent high quality, performance and durability... Even in the harsh environment of the coast.

**Showroom Open Mon-Thurs 7am to 5:30pm**

24831 Canal Rd.

Orange Beach, AL 36561

**CLARKE-MOBILE COUNTIES GAS DISTRICT**

**251.974.5432**

**www.cmcgas.com**

## NOTICE OF PUBLIC HEARING

Case #: Z22-9

Bertolla Property

Planning District: 15

Notice is hereby given that the Baldwin County Commission will conduct a public hearing concerning a request submitted Aaron Collins, S.E. Civil, LLC on behalf of Bertolla Properties LLC. The applicant is requesting approval to rezone 54.2 +/- acre from RSF-2, Residential Single-Family District and RSF-E, Residential Single-Family Estate to RSF-3, Residential Single-Family. The Parcel Identification Numbers are 05-43-06-23-0-000-033.000, 05-43-06-23-0-000-026.013, 05-43-06-23-0-000-026.000, part of 05-43-06-23-0-000-034.000 and part of 05-43-06-23-0-000-026.011.

The public hearing will be conducted during the next regular meeting of Baldwin County Commission, which is scheduled for Tuesday June 21, 2022, beginning at 10:00 a.m. at the Baldwin County Fairhope Satellite Courthouse, County Commission Meeting Chambers-2nd Floor, 1100 Fairhope Ave., Fairhope, AL 36532.

The said application will be considered by the Baldwin County Commission pursuant to Alabama Code-45-2-261. The application materials are available for public review at the office of the Baldwin County Planning and Zoning Department, 22251 Palmer Street in Robertsdale, AL or at the Foley Satellite Courthouse, 201 East Section Avenue in Foley, Alabama during normal business hours. If you desire to speak with someone by telephone about this application, please contact the Baldwin County Planning and Zoning Department at 251-580-1655. If you desire to submit written comments, please address your correspondence to:

Baldwin County Planning & Zoning  
22251 Palmer Street  
Robertsdale, AL 36567

You may email your comments to: [Planning@baldwincountyal.gov](mailto:Planning@baldwincountyal.gov). If you desire to address the Baldwin County Commission in person about this application, please attend the public hearing at the time and location listed above. Public participation is solicited without regard to race, color, national origin, sex, age, religion, or disability. Persons who require special accommodations under the Americans with Disability Act or those requiring language translation services should contact the Baldwin County Planning & Zoning Department at 251-580-1655.



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1080, **Version:** 1

**Item #:** EA1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/21/2022

**Item Status:** New

**From:** Cian Harrison, Clerk/Treasurer

Dana Austin, Accounting Manager

**Submitted by:** Robin Benson, Accounts Payable Supervisor

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### **ITEM TITLE**

Payment of Bills

### **STAFF RECOMMENDATION**

Pay bills totaling \$3,943,563.91 (three million, nine hundred forty-three thousand, five hundred sixty-three dollars and ninety-one cents) with the exception of those vendors Commissioners requested to be pulled, which are listed in the Baldwin County Accounts Payable Payments.

Of this amount, \$481,171.43 (four hundred eighty-one thousand, one hundred seventy-one dollars and forty-three cents) is payable to the Baldwin County Board of Education and \$34,510.04 (thirty-four thousand, five hundred ten dollars and four cents) is payable to the Gulf Shores Board of Education for their portion of the County Sales and Use Tax.

### **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**



**A/P Vendors Exceeding \$20,000**  
Commission Meeting: June 21, 2022

<u>Vendor Name</u>		<u>Brief Description</u>
Baldwin County Board of Education	418,793.60	Sales Tax
	62,377.83	Use Tax
	2,758.50	Resident's Meals; JDC
Gulf Shores Board of Education	29,938.03	Sales Tax
	4,572.01	Use Tax
Regions Bank Corp Trust	135,907.29	2013 Warrants; Jun 2022
	36,451.62	2014 Warrants; Jun 2022
	206,520.84	2015 Warrants; Jun 2022
	158,137.50	2020 Warrant; Jun 2022
	91,756.33	2020B Warrant; Jun 2022
	1,000.00	Series 2012 BI # 4971
	4,125.00	Series 2021 (Jail Project) BI# 12174
QCHC, Inc.	308,009.63	Medical Services
District Attorney's Office	81,645.00	DA Appropriations 4Q FY22
	1,630.85	Sales Tax; Act 2017-447
	200,000.00	DA Subsidy per BCC
	1,500.00	Reimbursement; Driftwood Investigations
Davidson Oil Company, Inc.	212,214.00	Fuel
Election System & Software, Inc.	153,577.94	Election Supplies and Rental Equipment
Coblentz Equipment & Parts Co.	208,854.30	Equipment; Hwy
	6,600.00	Equipment Rental; Hwy
Solid Waste Fund	124,986.30	Tipping Fees; May 2022
City of Mobile Police Department	115,000.00	Security Equipment; Sheriff's
Baldwin County Economic Development Alliance	95,000.00	FY22 Funding Appropriation
	4,414.92	Sales Tax
Symbol Health Solutions, LLC	87,905.40	Medical; May 2022
Partners Managing General Underwrites	60,669.80	Stop Loss; Jun 2022
Baldwin County General Fund	55,960.82	FY22 Indirect Support
B & L Cable Construction, LLC	55,735.00	Computer Expense; Jail
City of Spanish Fort	54,090.73	School Resource Officers; Jan-Mar 2022
Thompson Tractor Co.	31,551.00	Equipment; Hwy
	13,942.76	Repair & Maintenance
South Alabama Regional	40,461.77	Temporary Labor
Graestone Aggregates, LLC	38,013.79	Road Building Materials
Blade Constructions, LLC	35,732.23	Contract Services
City of Robertsdale	31,475.25	School Resource Officers; Jan-Mar 2022
Sain Associates, Inc.	30,690.06	Contract Services
Petroleum Traders Corporation	28,475.38	Fuel
Creek Clean, LLC	26,800.00	Contract Services
Alabama Pipe & Supply Co., Inc.	26,279.36	Road Building Materials
Jade Consulting, LLC	25,950.00	Professional Services
Power Systems of MS	25,664.00	Generator; Sheriff's
Gulf Coast Media, LLC	23,242.68	Advertising Expense
McGriff Tire Co., Inc.	22,715.02	Tires
<b>TOTAL</b>	<b>3,381,126.54</b>	



**Baldwin County Commission  
Accounts Payable Payments  
June 21, 2022**

<b>Vendor Summary</b>		<b>Totals</b>
1	4IMPRINT INC	1,915.16
2	A & M PORTABLES INC	14,495.00
3	A PRECISION AUTO GLASS	50.00
4	A PRECISION AUTO GLASS INC	267.00
5	ACTION SCREEN PRINTING	380.00
6	ADAMS AND REESE LLP	12,000.00
7	ADT SECURITY SERVICES INC	58.89
8	ADVANCED METAL SYSTEMS OF AL LLC	10,980.00
9	ADVANTAGE ELEVATOR INSP AND CONS	360.00
10	AIRGAS USA LLC	396.34
11	AL STATE DEPT OF REVENUE	5.00
12	AL STATE DEPT OF TRANSPORTATION	570.00
13	ALABAMA ASSN OF PUBLIC PERSONNEL	1,290.00
14	ALABAMA AUTO SERVICE CENTERS INC	1,512.50
15	ALABAMA COASTAL RADIOLOGY PC	385.10
16	ALABAMA CORRECTIONAL INDUSTRIES	400.00
17	ALABAMA FLAG & BANNER	928.40
18	ALABAMA PIPE & SUPPLY CO INC	26,279.36
19	ALLRED STOLARSKI ARCHITECTS, PA PC	1,946.46
20	AMANDA LOWERY	64.00
21	AMAZON CAPITAL SERVICES INC	158.93
22	AMY WILLIAMS	83.98
23	ANDREW'S DIESEL & AUTOMOTIVE REPAIR	105.00
24	ANN D SIMPSON	2,024.27
25	ANU K GARY	28.66
26	ASHBERRY LANDFILL LLC	183.00
27	ASPHALT SERVICES, INC.	2,666.37
28	AUBURN UNIVERSITY	515.00
29	AUTO ZONE - ROBERTSDALE	18.27
30	B & L CABLE CONSTRUCTION LLC	55,735.00
31	B&H PHOTO & ELECTRONICS CORP	7,351.34
32	BALDWIN CNTY BOARD OF EDUCATION	483,929.93
33	BALDWIN CNTY ECONOMIC DEVELOPMENT	99,414.92
34	BALDWIN CNTY GENERAL FUND	55,960.82
35	BALDWIN CNTY PROBATE COURT	25.00
36	BALDWIN CNTY SOLID WASTE	1,507.44
37	BALDWIN FEED AND SEED LLC	292.00
38	BALDWIN SIGNS	966.00
39	BALDWIN TROPHIES	46.00
40	BALDWIN YOUTH SERVICES	3,279.03
41	BAY IMAGES	34.95

**Baldwin County Commission  
Accounts Payable Payments  
June 21, 2022**

<b>Vendor Summary</b>		<b>Totals</b>
42	BAY MINETTE BUILDING SUPPLY	656.78
43	BAY SIDE RUBBER & PRODUCTS	3,195.41
44	BAY UTILITY TRAILERS INC	225.00
45	BAY WINDOWS	45.00
46	BEHAVIORAL HEALTH SYSTEMS INC	1,132.26
47	BLADE CONSTRUCTION, LLC	35,732.23
48	BLOSSMAN GAS INC - FOLEY	174.44
49	BOB BARKER CO INC	200.44
50	BRENDA WALZ	227.86
51	BRINK'S INCORPORATED	248.48
52	BUILDERS HARDWARE & SUPPLY CO.	625.83
53	CAMPBELL HARDWARE & SUPPLY CO	770.47
54	CANDY WOOD, INC	900.00
55	CAPITAL ONE	388.51
56	CDG ENGINEERS AND ASSOCIATES	15,604.25
57	CDW - GOVERNMENT, INC	7,472.82
58	CERTIFIED LABORATORIES DIVISION	19,861.00
59	CHAMBERS GLASS	500.00
60	CHUCK STEVENS CHEVROLET OF BAY MINETTE	5,151.76
61	CINTAS CORPORATION NO 2	8,102.07
62	CINTAS FIRST AID & SAFETY	354.87
63	CITY OF MOBILE POLICE DEPARTMENT	115,000.00
64	CITY OF ROBERTSDALE	31,475.25
65	CITY OF SPANISH FORT	54,090.73
66	CLAUDIA'S MUD HUT	643.22
67	CLEVERDON FARMS	599.94
68	CLIFFORD S MCCOLLUM	350.70
69	COASTAL ALABAMA COMMUNITY COLLEGE	7,951.98
70	COASTAL INDUSTRIAL SUPPLY	595.20
71	COBLENTZ EQUIPMENT & PARTS CO	215,454.30
72	COCKRELL'S BODY SHOP OF ROBERTSDALE	1,112.71
73	CONSOLIDATED PIPE & SUPPLY	85.00
74	COPY PRODUCTS COMPANY	416.06
75	CORPORATE BILLING	1,019.98
76	CREEK CLEAN, LLC	26,800.00
77	CRITTER GITTER PEST CONTROL	185.00
78	CRYSTAL BATES	24.80
79	CRYSTAL WOLFF	211.00
80	CULLIGAN WATER SYSTEMS OF MOBILE	312.50
81	DADE PAPER & BAG CO	2,403.14
82	DAVID B PIMPERL	1,275.00

**Baldwin County Commission  
Accounts Payable Payments  
June 21, 2022**

<b>Vendor Summary</b>		<b>Totals</b>
83	DAVISON OIL COMPANY INC	212,214.00
84	DEANNA VICICH COX	900.00
85	DENNISE WOLSTENHOLME, COURT REPORTER	1,200.00
86	DESIGN WORKSHOP, INC	5,578.10
87	DISTRICT ATTORNEY'S OFFICE	284,775.85
88	DOUGLAS HATTEN	402.42
89	ECHOSAT INC	1,263.53
90	ELANCO US, INC	840.69
91	ELECTION SYSTEM & SOFTWARE INC	153,577.94
92	ELIZABETH HODGES	523.03
93	EMERGENCY LIGHTING BY HAYNES, LLC	1,230.00
94	EMPLOYMENT SCREENING SERVICES INC	643.70
95	EQUIPMENT SALES CO	7,442.51
96	EVANS & COMPANY	3,852.00
97	EXPRESS OIL CHANGE	71.08
98	FEDEX	70.67
99	FERGUSON ENTERPRISES INC - DAPHNE	15.40
100	FINE PRINTING	455.24
101	FLEETPRIDE	11,781.94
102	FLORES & ASSOCIATES	1,047.30
103	FORTILINE WATERWORKS INC	7,083.20
104	FRANK B FONDREN MD	770.00
105	FREEMAN COLLISION CENTER LLC	150.00
106	GALL'S LLC	3,870.82
107	GEOCON ENGINEERING & MATERIAL TESTING IN	1,668.00
108	GILMORE SERVICES	34.00
109	GINA JONES	208.00
110	GOODYEAR AUTO SERVICE CENTER - FOLEY	349.99
111	GPS INSIGHT, LLC	124.75
112	GRAESTONE AGGREGATES, LLC	38,013.79
113	GRAYBAR ELECTRIC CO INC - MOBILE	4,494.29
114	GSP MARKETING INC	5,717.74
115	GULF COAST BUILDING SUPPLY & HARDWARE	9.98
116	GULF COAST COMMERCIAL MULTIPLE LISTING	135.00
117	GULF COAST MEDIA, LLC	23,242.68
118	GULF COAST PRINTING LLC	457.81
119	GULF SHORES BOARD OF EDUCATION	34,510.04
120	GULF STATES DISTRIBUTORS	13,828.50
121	GWENDOLYN J WIGGINS	104.00
122	HELEN WALTON	35.69
123	HI-LINE	1,028.75

**Baldwin County Commission  
Accounts Payable Payments  
June 21, 2022**

Vendor Summary		Totals
124	HILL'S PET NUTRITION INC	840.85
125	HOBART SERVICE	208.82
126	HOLLAND'S PAINT & BODY	1,160.35
127	HUNTER SECURITY INC	2,400.00
128	HYDRA SERVICE INC	480.00
129	HYDRO-ENGINEERING SOLUTIONS	7,800.00
130	IMC HOSPITALIST LLC	330.73
131	IMC-EMERGENCY PHYSICIANS	3,172.10
132	IMC-NORTH BALDWIN PHYSICIANS GROUP	77.56
133	INDUSTRIAL BOILER & MECHANICAL COMPANY	2,793.96
134	INFIRMARY OCCUPATIONAL HEALTH PC	1,675.00
135	INGENUITY INC	4,000.00
136	INTERSTATE BILLING SERVICE INC	2,606.40
137	IPMA-INTL PUBLIC MANAGEMENT ASSN	899.65
138	IRMA VAUTRIN	1.40
139	J & N TACTICAL, LLC	4,835.00
140	JADE CONSULTING LLC	25,950.00
141	JAMES P NIX JR	4,133.34
142	JAMES PADGETT	152.00
143	JANI KING OF MOBILE	2,432.00
144	JANNA J. HEARN	12.80
145	JEANETTE BROWN	45.64
146	JESSICA WATERS	943.92
147	JOEY NUNNALLY	225.00
148	JOHNSON, JAMES B	7,758.77
149	JOSEPH L DAVIS III	244.64
150	JUBILEE ACE HOME CENTER	22.47
151	KAISERCOMM INC	265.54
152	KEET CONSULTING SERVICES LLC	8,550.00
153	KEITH MAP SERVICE	174.80
154	KEM HOPKINS	122.00
155	KENDEL HENDERSON	121.09
156	KENTWOOD SPRING WATER	103.31
157	KIMBALL MIDWEST	773.00
158	KINGS III OF AMERICA INC	270.90
159	KNOX PEST CONTROL	285.00
160	KRISTEN M RAWSON	59.20
161	LABORATORY CORP OF AMERICA HOLDINGS	114.00
162	LAFARRAH CROOK	10.23
163	LARRY E BEAUCHAMP	12.00
164	LAUREL ANDERSON	94.07



**Baldwin County Commission  
Accounts Payable Payments  
June 21, 2022**

<b>Vendor Summary</b>		<b>Totals</b>
165	LEATHEA POSE	6.40
166	LIFESTAR ALTERNATIVE TRANSPORT SVC, LLC	4,575.00
167	LISA A. HOBART, LLC	1,600.00
168	LOREN LUCAS	1,491.36
169	LORI G RUFFIN	97.50
170	LORI WADDLE	61.78
171	LOWE'S - DAPHNE	459.97
172	LOWE'S - FOLEY	244.94
173	MARGARET ROSE RATCLIFF	35.20
174	MARIA SHARKEY	347.56
175	MARILYN DILLON	4.00
176	MARY K WHITE	94.19
177	MARY L WHITE	8.80
178	McGRIFF TIRE CO INC	22,715.02
179	MCKEE FOODS CORP	351.36
180	MCPHERSON OIL CO INC/DBA FUELMAN	8,024.82
181	MEDSTAR	1,028.10
182	MICHAEL DORMAN	182.00
183	MILLER'S GRAND EVENTS INC	712.50
184	MOBILE ASPHALT CO LLC	7,998.67
185	MOBILE PRESS REGISTER	259.48
186	MOTOROLA SOLUTIONS INC	6,288.12
187	MWI ANIMAL HEALTH	1,095.25
188	NAVIGATION ELECTRONICS INC	545.00
189	NEEL-SCHAFFER INC	17,025.91
190	NELL CALLOWAY	0.80
191	NEW DAIRY OPCO, LLC DBA BORDEN DAIRY	493.69
192	NOTARY PUBLIC UNDERWRITERS	95.00
193	NUTRIEN AG SOLUTIONS, INC.	3,800.00
194	OEC	92.36
195	ONETIME-REFUND	16,846.09
196	O'REILLY AUTO PARTS	552.35
197	OTC DIRECT, INC	63.74
198	PAM'S EMBROIDERY & SEWING	450.00
199	PARISH TRACTOR COMPANY, LLC	3,024.85
200	PARTNERS MANAGING GENERAL UNDERWRITERS	60,669.80
201	PEREGRINE SERVICES INC	13,257.59
202	PETROLEUM TRADERS CORPORATION	28,475.38
203	POWER SYSTEMS OF MS	25,664.00
204	PRIME DATA LLC	6,000.00
205	PROVIDENCE HOSPITAL	128.00

**Baldwin County Commission  
Accounts Payable Payments  
June 21, 2022**

<b>Vendor Summary</b>		<b>Totals</b>
206	QCHC INC	308,009.63
207	RAYMOND MAYO	122.00
208	RDA SERVICE COMPANY	3,625.00
209	REGIONS BANK CORP TRUST	633,898.58
210	REPUBLIC SERVICES #986	1,345.50
211	ROBERTSDALE AUTO PARTS INC	4,255.34
212	ROBERTSDALE POWER EQUIPMENT	1,457.43
213	RONALD B STEWART	177.00
214	ROTO-ROOTER	950.00
215	SAIN ASSOCIATES INC	30,690.06
216	SANDY SANSING FORD	1,957.71
217	SARA PEDEN	49.00
218	SECTION 18 BRAT'S	5,863.15
219	SERVICEMASTER ACTION CLEANING	2,173.00
220	SHANNON RENE DUMAS	122.00
221	SHARPS MD OF ALABAMA	1,470.00
222	SHERWIN WILLIAMS - SPANISH FORT	799.23
223	SHERWIN-WILLIAMS - US HWY 98/FOLEY	129.96
224	SITEONE LANDSCAPE SUPPLY HOLDING, LLC	2,171.29
225	SOFTWARE HOUSE INT dba SHI	6,390.82
226	SOLID WASTE FUND	124,986.30
227	SOUTH ALABAMA REGIONAL	40,461.77
228	SOUTH ALABAMA REGIONAL PLANNING COMM	682.17
229	SOUTH BALDWIN REGIONAL MEDICAL CENTER	861.42
230	SOUTHERN FIRE & SAFETY INC	7,090.13
231	SOUTHERN PIPE & SUPPLY	20.25
232	SOUTHERN TIRE MART	329.90
233	SPRINGHILL TINTING	1,250.00
234	STAPLES CONTRACT & COMMERCIAL INC	18,204.80
235	STATE INDUSTRIAL PRODUCTS	168.00
236	STATE OF ALABAMA DEPT OF LABOR	300.00
237	STEELFUSION CLINICAL TOXICOLOGY LAB, LLC	1,050.00
238	STONE CROSBY PC	1,116.50
239	SUNSOUTH LLC	1,344.78
240	SUSAN THOMPSON	312.25
241	SWEAT TIRE - BAY MINETTE	418.03
242	SWEAT TIRE - ROBERTSDALE	718.79
243	SYMBOL HEALTH SOLUTIONS LLC	87,905.40
244	TERRY THOMPSON CHEV & OLDS	776.02
245	THE PARTS HOUSE	2,007.30
246	THE PRINT SHOP	215.00

**Baldwin County Commission  
Accounts Payable Payments  
June 21, 2022**

<b>Vendor Summary</b>		<b>Totals</b>
247	THOMPSON TRACTOR CO	45,493.76
248	TOWN OF SILVERHILL	14,568.75
249	TRANE-MOBILE PARTS CENTER	3,232.06
250	TRANSPORTATION SOUTH INC	380.00
251	TRANSUNION RISK & ALTERNATIVE	485.10
252	TRI-TECH FORENSICS INC	1,166.00
253	TRUCK EQUIPMENT SALES INC	3,286.82
254	TRUIST BANK	141.40
255	TWO-WAY COMMUNICATIONS INC	3,284.00
256	ULINE INC	305.49
257	UNITED LABORATORIES	906.31
258	UNITED REFRIGERATION	211.16
259	UNIVERSAL ENVIRONMENTAL SERVICES LLC	45.00
260	VEOCI INC	16,912.00
261	VIA MOBILITY, LLC	13,500.00
262	VICTORIA KEY	59.44
263	VISION SOUTHEAST INC	12,557.48
264	VOLKERT INC	11,649.50
265	VSC FIRE & SECURITY INC	1,360.00
266	W W GRAINGER	4,729.20
267	WALTER CRAIG, LLC	131.95
268	WARD INTL TRUCKS - MOBILE	1,415.28
269	WARRINER CONSTRUCTION	5,890.50
270	WASTE PRO OF FLORIDA	302.37
271	WESCO - FOLEY	412.60
272	WESCO RECEIVABLES CORP	184.75
273	WEST GROUP PAYMENT CENTER	1,048.08
274	WILLIAM B GOODWIN	138.00
275	WILLIAMS QUALITY CLEANING	1,292.00
276	WILMA L JAYJOHN	28.00
277	WITTICHEN SUPPLY - DAPHNE	1,589.08
278	WITTICHEN SUPPLY - FOLEY	23.26
279	WM CORPORATE SERVICES, INC	1,347.91
280	WOOD FRUITTICHER GROCERY CO INC	1,061.12
281	WRIGHTS MOTOR PARTS INC	571.27
282	XPRT BLOWER REPAIR	2,087.25
283	YVONNE CHADICK	6.40
284	ZEP MANUFACTURING COMPANY	953.45
<b>Grand Total</b>		<b>3,943,563.91</b>



## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
251030	06/21/2022	PRINTED	158051 4IMPRINT INC	1,915.16			
251031	06/21/2022	PRINTED	010448 A & M PORTABLES INC	14,495.00			
251032	06/21/2022	PRINTED	087089 A PRECISION AUTO GLASS IN	267.00			
251033	06/21/2022	PRINTED	101039 A PRECISION AUTO GLASS	50.00			
251034	06/21/2022	PRINTED	184332 ACTION SCREEN PRINTING	380.00			
251035	06/21/2022	PRINTED	157294 ADAMS AND REESE LLP	12,000.00			
251036	06/21/2022	PRINTED	010432 ADT SECURITY SERVICES INC	58.89			
251037	06/21/2022	PRINTED	104213 ADVANCED METAL SYSTEMS OF	10,980.00			
251038	06/21/2022	PRINTED	192412 ADVANTAGE ELEVATOR INSP A	360.00			
251039	06/21/2022	PRINTED	148734 AIRGAS USA LLC	396.34			
251040	06/21/2022	PRINTED	054317 AL STATE DEPT OF REVENUE	5.00			
251041	06/21/2022	PRINTED	010394 AL STATE DEPT OF TRANSPOR	570.00			
251042	06/21/2022	PRINTED	010107 ALABAMA ASSN OF PUBLIC PE	430.00			
251043	06/21/2022	PRINTED	010107 ALABAMA ASSN OF PUBLIC PE	430.00			
251044	06/21/2022	PRINTED	010107 ALABAMA ASSN OF PUBLIC PE	430.00			
251045	06/21/2022	PRINTED	010045 ALABAMA AUTO SERVICE CENT	1,512.50			
251046	06/21/2022	PRINTED	181921 ALABAMA COASTAL RADIOLOGY	385.10			
251047	06/21/2022	PRINTED	010064 ALABAMA CORRECTIONAL INDU	400.00			
251048	06/21/2022	PRINTED	001889 ALABAMA FLAG & BANNER	928.40			
251049	06/21/2022	PRINTED	083660 ALABAMA PIPE & SUPPLY CO	26,279.36			
251050	06/21/2022	PRINTED	192148 ALLRED STOLARSKI ARCHITEC	1,946.46			
251051	06/21/2022	PRINTED	002155 AMAZON CAPITAL SERVICES I	158.93			
251052	06/21/2022	PRINTED	192323 LAUREL ANDERSON	94.07			
251053	06/21/2022	PRINTED	184603 ANDREW'S DIESEL & AUTOMOT	105.00			
251054	06/21/2022	PRINTED	180302 ASHBERRY LANDFILL LLC	183.00			
251055	06/21/2022	PRINTED	002043 ASPHALT SERVICES, INC.	2,666.37			
251056	06/21/2022	PRINTED	010013 AUBURN UNIVERSITY	200.00			
251057	06/21/2022	PRINTED	010225 AUBURN UNIVERSITY	165.00			
251058	06/21/2022	PRINTED	010225 AUBURN UNIVERSITY	75.00			
251059	06/21/2022	PRINTED	010225 AUBURN UNIVERSITY	75.00			
251060	06/21/2022	PRINTED	185252 AUTO ZONE - ROBERTSDALE	18.27			
251061	06/21/2022	PRINTED	131051 B & L CABLE CONSTRUCTION	55,735.00			
251062	06/21/2022	PRINTED	163096 B&H PHOTO & ELECTRONICS C	7,351.34			
251063	06/21/2022	PRINTED	014553 BALDWIN CNTY ECONOMIC DEV	95,000.00			
251064	06/21/2022	PRINTED	014553 BALDWIN CNTY ECONOMIC DEV	4,414.92			
251065	06/21/2022	PRINTED	014118 BALDWIN CNTY GENERAL FUND	55,960.82			
251066	06/21/2022	PRINTED	148777 BALDWIN CNTY PROBATE COUR	25.00			
251067	06/21/2022	PRINTED	105048 BALDWIN CNTY SOLID WASTE	1,507.44			
251068	06/21/2022	PRINTED	146165 BALDWIN FEED AND SEED LLC	292.00			
251069	06/21/2022	PRINTED	048928 BALDWIN SIGNS	966.00			
251070	06/21/2022	PRINTED	190164 BALDWIN TROPHIES	46.00			
251071	06/21/2022	PRINTED	014132 BALDWIN YOUTH SERVICES	3,279.03			
251072	06/21/2022	PRINTED	181386 CRYSTAL BATES	24.80			
251073	06/21/2022	PRINTED	191953 BAY IMAGES	34.95			
251074	06/21/2022	PRINTED	014029 BAY MINETTE BUILDING SUPP	656.78			
251075	06/21/2022	PRINTED	054050 BAY SIDE RUBBER & PRODUCT	3,195.41			
251076	06/21/2022	PRINTED	103114 BAY UTILITY TRAILERS INC	225.00			
251077	06/21/2022	PRINTED	095468 BAY WINDOWS	45.00			
251078	06/21/2022	PRINTED	191434 LARRY E BEAUCHAMP	12.00			
251079	06/21/2022	PRINTED	079396 BEHAVIORAL HEALTH SYSTEMS	1,132.26			
251080	06/21/2022	PRINTED	185203 BLADE CONSTRUCTION, LLC	35,732.23			
251081	06/21/2022	PRINTED	014006 BLOSSMAN GAS INC - FOLEY	174.44			



## AP CHECK RECONCILIATION REGISTER

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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
251082	06/21/2022	PRINTED	014084 BOB BARKER CO INC	200.44			
251083	06/21/2022	PRINTED	001867 NEW DAIRY OPCO, LLC DBA B	493.69			
251084	06/21/2022	PRINTED	101717 BRINK'S INCORPORATED	248.48			
251085	06/21/2022	PRINTED	193391 JEANETTE BROWN	45.64			
251086	06/21/2022	PRINTED	014011 BUILDERS HARDWARE & SUPPL	625.83			
251087	06/21/2022	PRINTED	094617 NELL CALLOWAY	.80			
251088	06/21/2022	PRINTED	019009 CAMPBELL HARDWARE & SUPPL	770.47			
251089	06/21/2022	PRINTED	184466 CANDY WOOD, INC	900.00			
251090	06/21/2022	PRINTED	107511 CDG ENGINEERS AND ASSOCIA	15,604.25			
251091	06/21/2022	PRINTED	102875 CDW - GOVERNMENT, INC	7,472.82			
251092	06/21/2022	PRINTED	180354 CERTIFIED LABORATORIES DI	19,861.00			
251093	06/21/2022	PRINTED	002030 YVONNE CHADICK	6.40			
251094	06/21/2022	PRINTED	186715 CHAMBERS GLASS	500.00			
251095	06/21/2022	PRINTED	180505 CHUCK STEVENS CHEVROLET O	5,151.76			
251096	06/21/2022	PRINTED	105435 CINTAS FIRST AID & SAFETY	255.86			
251097	06/21/2022	PRINTED	105435 CINTAS FIRST AID & SAFETY	84.86			
251098	06/21/2022	PRINTED	105435 CINTAS FIRST AID & SAFETY	14.15			
251099	06/21/2022	PRINTED	187695 CINTAS CORPORATION NO 2	8,102.07			
251100	06/21/2022	PRINTED	192178 CITY OF MOBILE POLICE DEP	115,000.00			
251101	06/21/2022	PRINTED	122500 CITY OF ROBERTSDALE	31,475.25			
251102	06/21/2022	PRINTED	027671 CITY OF SPANISH FORT	54,090.73			
251103	06/21/2022	PRINTED	027723 CLAUDIA'S MUD HUT	643.22			
251104	06/21/2022	PRINTED	180100 CLEVERDON FARMS	599.94			
251105	06/21/2022	PRINTED	025040 COASTAL ALABAMA COMMUNITY	7,951.98			
251106	06/21/2022	PRINTED	182244 COASTAL INDUSTRIAL SUPPLY	595.20			
251107	06/21/2022	PRINTED	181306 COBLENTZ EQUIPMENT & PART	215,454.30			
251108	06/21/2022	PRINTED	142527 COCKRELL'S BODY SHOP OF R	1,112.71			
251109	06/21/2022	PRINTED	001887 CONSOLIDATED PIPE & SUPPL	85.00			
251110	06/21/2022	PRINTED	181821 COPY PRODUCTS COMPANY	416.06			
251111	06/21/2022	PRINTED	192569 CREEK CLEAN, LLC	26,800.00			
251112	06/21/2022	PRINTED	181164 CRITTER GITTER PEST CONTR	185.00			
251113	06/21/2022	PRINTED	193433 LAFARRAH CROOK	10.23			
251114	06/21/2022	PRINTED	086609 CULLIGAN WATER SYSTEMS OF	312.50			
251115	06/21/2022	PRINTED	115852 DADE PAPER & BAG CO	2,403.14			
251116	06/21/2022	PRINTED	187807 DAVID B PIMPERL	1,275.00			
251117	06/21/2022	PRINTED	189627 JOSEPH L DAVIS III	244.64			
251118	06/21/2022	PRINTED	021179 DAVISON OIL COMPANY INC	212,214.00			
251119	06/21/2022	PRINTED	180834 DEANNA VICICH COX	900.00			
251120	06/21/2022	PRINTED	191743 DENNISE WOLSTENHOLME, COU	1,200.00			
251121	06/21/2022	PRINTED	001961 DESIGN WORKSHOP, INC	5,578.10			
251122	06/21/2022	PRINTED	193194 MARILYN DILLON	4.00			
251123	06/21/2022	PRINTED	021127 DISTRICT ATTORNEY'S OFFIC	1,500.00			
251124	06/21/2022	PRINTED	021127 DISTRICT ATTORNEY'S OFFIC	81,645.00			
251125	06/21/2022	PRINTED	021127 DISTRICT ATTORNEY'S OFFIC	100,000.00			
251126	06/21/2022	PRINTED	021127 DISTRICT ATTORNEY'S OFFIC	100,000.00			
251127	06/21/2022	PRINTED	021127 DISTRICT ATTORNEY'S OFFIC	1,630.85			
251128	06/21/2022	PRINTED	192140 MICHAEL DORMAN	182.00			
251129	06/21/2022	PRINTED	187213 SHANNON RENE DUMAS	122.00			
251130	06/21/2022	PRINTED	002060 ECHOSAT INC	1,263.53			
251131	06/21/2022	PRINTED	192919 ELANCO US, INC	840.69			
251132	06/21/2022	PRINTED	051005 ELECTION SYSTEM & SOFTWARE	153,577.94			
251133	06/21/2022	PRINTED	002105 EMERGENCY LIGHTING BY HAY	1,230.00			

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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
251134	06/21/2022	PRINTED	104310 EMPLOYMENT SCREENING SERV	643.70			
251135	06/21/2022	PRINTED	025048 EQUIPMENT SALES CO	7,442.51			
251136	06/21/2022	PRINTED	043932 EVANS & COMPANY	3,852.00			
251137	06/21/2022	PRINTED	126261 EXPRESS OIL CHANGE	71.08			
251138	06/21/2022	PRINTED	041646 FEDEX	6.62			
251139	06/21/2022	PRINTED	041646 FEDEX	44.75			
251140	06/21/2022	PRINTED	041646 FEDEX	19.30			
251141	06/21/2022	PRINTED	142551 FERGUSON ENTERPRISES INC	15.40			
251142	06/21/2022	PRINTED	185967 FINE PRINTING	455.24			
251143	06/21/2022	PRINTED	095071 FLEETPRIDE	11,781.94			
251144	06/21/2022	PRINTED	188242 FLORES & ASSOCIATES	1,047.30			
251145	06/21/2022	PRINTED	188064 FORTILINE WATERWORKS INC	7,083.20			
251146	06/21/2022	PRINTED	025314 FRANK B FONDREN MD	770.00			
251147	06/21/2022	PRINTED	166166 FREEMAN COLLISION CENTER	150.00			
251148	06/21/2022	PRINTED	027263 GALL'S LLC	3,870.82			
251149	06/21/2022	PRINTED	116847 ANU K GARY	28.66			
251150	06/21/2022	PRINTED	182991 GEOCON ENGINEERING & MATE	1,668.00			
251151	06/21/2022	PRINTED	185711 GILMORE SERVICES	34.00			
251152	06/21/2022	PRINTED	193494 WILLIAM B GOODWIN	138.00			
251153	06/21/2022	PRINTED	027003 GOODYEAR AUTO SERVICE CEN	349.99			
251154	06/21/2022	PRINTED	191704 GPS INSIGHT, LLC	124.75			
251155	06/21/2022	PRINTED	186138 GRAESTONE AGGREGATES, LLC	38,013.79			
251156	06/21/2022	PRINTED	027012 GRAYBAR ELECTRIC CO INC -	4,494.29			
251157	06/21/2022	PRINTED	189486 GSP MARKETING INC	5,717.74			
251158	06/21/2022	PRINTED	181424 GULF COAST BUILDING SUPPL	9.98			
251159	06/21/2022	PRINTED	187222 GULF COAST COMMERCIAL MUL	135.00			
251160	06/21/2022	PRINTED	002016 GULF COAST MEDIA, LLC	1,801.84			
251161	06/21/2022	PRINTED	002016 GULF COAST MEDIA, LLC	1,134.00			
251162	06/21/2022	PRINTED	002016 GULF COAST MEDIA, LLC	4,195.80			
251163	06/21/2022	PRINTED	002016 GULF COAST MEDIA, LLC	422.56			
251164	06/21/2022	PRINTED	002016 GULF COAST MEDIA, LLC	12,899.84			
251165	06/21/2022	PRINTED	002016 GULF COAST MEDIA, LLC	191.84			
251166	06/21/2022	PRINTED	002016 GULF COAST MEDIA, LLC	96.80			
251167	06/21/2022	PRINTED	002016 GULF COAST MEDIA, LLC	2,500.00			
251168	06/21/2022	PRINTED	002110 GULF COAST PRINTING LLC	457.81			
251169	06/21/2022	PRINTED	027242 INTERSTATE BILLING SERVIC	1,206.40			
251170	06/21/2022	PRINTED	027181 GULF STATES DISTRIBUTORS	13,828.50			
251171	06/21/2022	PRINTED	193496 DOUGLAS HATTEN	402.42			
251172	06/21/2022	PRINTED	192748 JANNA J. HEARN	12.80			
251173	06/21/2022	PRINTED	183951 KENDEL HENDERSON	121.09			
251174	06/21/2022	PRINTED	120432 HI-LINE	1,028.75			
251175	06/21/2022	PRINTED	188391 HILL'S PET NUTRITION INC	840.85			
251176	06/21/2022	PRINTED	047811 HOBART SERVICE	208.82			
251177	06/21/2022	PRINTED	138229 ELIZABETH HODGES	523.03			
251178	06/21/2022	PRINTED	185351 HOLLAND'S PAINT & BODY	1,160.35			
251179	06/21/2022	PRINTED	188189 KEM HOPKINS	122.00			
251180	06/21/2022	PRINTED	032419 HUNTER SECURITY INC	2,400.00			
251181	06/21/2022	PRINTED	113890 HYDRA SERVICE INC	480.00			
251182	06/21/2022	PRINTED	143685 HYDRO-ENGINEERING Solutio	7,800.00			
251183	06/21/2022	PRINTED	189455 IMC HOSPITALIST LLC	330.73			
251184	06/21/2022	PRINTED	190029 IMC-EMERGENCY PHYSICIANS	3,172.10			
251185	06/21/2022	PRINTED	189816 IMC-NORTH BALDWIN PHYSICI	77.56			



## AP CHECK RECONCILIATION REGISTER

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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
251186	06/21/2022	PRINTED	187049 INDUSTRIAL BOILER & MECHA	2,793.96			
251187	06/21/2022	PRINTED	099320 INFIRMARY OCCUPATIONAL HE	1,675.00			
251188	06/21/2022	PRINTED	189759 INGENUITY INC	4,000.00			
251189	06/21/2022	PRINTED	036258 IPMA-INTL PUBLIC MANAGEME	899.65			
251190	06/21/2022	PRINTED	002014 J & N TACTICAL, LLC	4,835.00			
251191	06/21/2022	PRINTED	175986 JADE CONSULTING LLC	25,950.00			
251192	06/21/2022	PRINTED	087767 JANI KING OF MOBILE	2,432.00			
251193	06/21/2022	PRINTED	180360 WILMA L JAYJOHN	28.00			
251194	06/21/2022	PRINTED	187538 GINA JONES	208.00			
251195	06/21/2022	PRINTED	036251 JUBILEE ACE HOME CENTER	22.47			
251196	06/21/2022	PRINTED	155011 KAISERCOMM INC	265.54			
251197	06/21/2022	PRINTED	107220 KEET CONSULTING SERVICES	8,550.00			
251198	06/21/2022	PRINTED	039007 KEITH MAP SERVICE	174.80			
251199	06/21/2022	PRINTED	039466 KENTWOOD SPRING WATER	34.35			
251200	06/21/2022	PRINTED	039466 KENTWOOD SPRING WATER	68.96			
251201	06/21/2022	PRINTED	095783 CORPORATE BILLING	1,019.98			
251202	06/21/2022	PRINTED	187957 VICTORIA KEY	59.44			
251203	06/21/2022	PRINTED	158107 KIMBALL MIDWEST	773.00			
251204	06/21/2022	PRINTED	160995 KINGS III OF AMERICA INC	270.90			
251205	06/21/2022	PRINTED	068321 KNOX PEST CONTROL	285.00			
251206	06/21/2022	PRINTED	127597 LABORATORY CORP OF AMERIC	114.00			
251207	06/21/2022	PRINTED	192692 LIFESTAR ALTERNATIVE TRAN	4,575.00			
251208	06/21/2022	PRINTED	001925 LISA A. HOBART, LLC	1,600.00			
251209	06/21/2022	PRINTED	181809 LORI G RUFFIN	97.50			
251210	06/21/2022	PRINTED	136872 LOWE'S - DAPHNE	459.97			
251211	06/21/2022	PRINTED	087716 LOWE'S - FOLEY	244.94			
251212	06/21/2022	PRINTED	192056 AMANDA LOWERY	64.00			
251213	06/21/2022	PRINTED	181276 LOREN LUCAS	1,491.36			
251214	06/21/2022	PRINTED	181451 RAYMOND MAYO	122.00			
251215	06/21/2022	PRINTED	190185 CLIFFORD S MCCOLLUM	350.70			
251216	06/21/2022	PRINTED	149690 MCGRIFF TIRE CO INC	22,715.02			
251217	06/21/2022	PRINTED	040654 MCKEE FOODS CORP	351.36			
251218	06/21/2022	PRINTED	098634 MCPHERSON OIL CO INC/DBA	8,024.82			
251219	06/21/2022	PRINTED	186268 MEDSTAR	1,028.10			
251220	06/21/2022	PRINTED	115975 MILLER'S GRAND EVENTS INC	712.50			
251221	06/21/2022	PRINTED	040589 MOBILE ASPHALT CO LLC	7,998.67			
251222	06/21/2022	PRINTED	089762 MOBILE PRESS REGISTER	259.48			
251223	06/21/2022	PRINTED	180154 MOTOROLA SOLUTIONS INC	6,288.12			
251224	06/21/2022	PRINTED	187817 MWI ANIMAL HEALTH	1,095.25			
251225	06/21/2022	PRINTED	147897 NAVIGATION ELECTRONICS IN	545.00			
251226	06/21/2022	PRINTED	165673 NEEL-SCHAFFER INC	17,025.91			
251227	06/21/2022	PRINTED	040569 NOTARY PUBLIC UNDERWRITER	95.00			
251228	06/21/2022	PRINTED	126041 JOEY NUNNALLY	225.00			
251229	06/21/2022	PRINTED	001865 NUTRIEN AG SOLUTIONS, INC	3,800.00			
251230	06/21/2022	PRINTED	126877 O'REILLY AUTO PARTS	154.38			
251231	06/21/2022	PRINTED	181574 O'REILLY AUTO PARTS	397.97			
251232	06/21/2022	PRINTED	043003 OEC	92.36			
251233	06/21/2022	PRINTED	999990 ANGELA RUSSO	32.00			
251234	06/21/2022	PRINTED	999990 ANGIE ALEXANDER	32.00			
251235	06/21/2022	PRINTED	999990 ANNE C BRABNER	48.00			
251236	06/21/2022	PRINTED	999990 APRIL DEAN	30.00			
251237	06/21/2022	PRINTED	999990 ASHLEY PETELINSKI	61.17			

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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
251238	06/21/2022	PRINTED	999990 BARBARA WALTERS	32.00			
251239	06/21/2022	PRINTED	999990 CAROLYN VAN LAARE	37.00			
251240	06/21/2022	PRINTED	999990 CHARLES WILKINSON	30.00			
251241	06/21/2022	PRINTED	999990 CHRISTOPHER WHITE	32.00			
251242	06/21/2022	PRINTED	999990 CRYSTAL BOESCHEN	30.00			
251243	06/21/2022	PRINTED	999990 DANA AUSTIN	500.00			
251244	06/21/2022	PRINTED	999990 DAVID & ANGELA SHEAR	21.00			
251245	06/21/2022	PRINTED	999990 DAVID & SHARON DENDY	1,186.00			
251246	06/21/2022	PRINTED	999990 DAWN NATVIK	32.00			
251247	06/21/2022	PRINTED	999990 EDDIE KING	16.00			
251248	06/21/2022	PRINTED	999990 EDMOND BARLEY	16.00			
251249	06/21/2022	PRINTED	999990 ERNEST CHILD	16.00			
251250	06/21/2022	PRINTED	999990 ESTATE OF KURT THEOBALD	30.00			
251251	06/21/2022	PRINTED	999990 ESTATE OF LORETTA W TUCKE	80.00			
251252	06/21/2022	PRINTED	999990 GARY HARRISON	16.00			
251253	06/21/2022	PRINTED	999990 GARY J FLOWERS	32.00			
251254	06/21/2022	PRINTED	999990 JAMES GRATZ	32.00			
251255	06/21/2022	PRINTED	999990 JASMIN RACKARD	31.00			
251256	06/21/2022	PRINTED	999990 JASON SLATEN	42.00			
251257	06/21/2022	PRINTED	999990 JASON SMITH	50.00			
251258	06/21/2022	PRINTED	999990 JERRETT WILLIAMS	16.00			
251259	06/21/2022	PRINTED	999990 JON E LEES	189.00			
251260	06/21/2022	PRINTED	999990 JOSEPH LORBER	120.00			
251261	06/21/2022	PRINTED	999990 JUSTIN CHAPPELL	17.40			
251262	06/21/2022	PRINTED	999990 LISA & SCOTT GRAHAM	28.00			
251263	06/21/2022	PRINTED	999990 LISA MARTIN	32.00			
251264	06/21/2022	PRINTED	999990 MARGARET FARMER	32.00			
251265	06/21/2022	PRINTED	999990 MELANIE TOMLINSON	84.00			
251266	06/21/2022	PRINTED	999990 NUCOR BUILDING GROUP	12,942.24			
251267	06/21/2022	PRINTED	999990 OFFICE INTERIORS BY OSCO	501.28			
251268	06/21/2022	PRINTED	999990 PATTI COSGROVE	32.00			
251269	06/21/2022	PRINTED	999990 PAUL & HEATHER WANN	16.00			
251270	06/21/2022	PRINTED	999990 PEARL GOINS	21.00			
251271	06/21/2022	PRINTED	999990 RICKY & FRANCES WIGGINS	64.00			
251272	06/21/2022	PRINTED	999990 RICKY VEGA	16.00			
251273	06/21/2022	PRINTED	999990 ROBERT BUTTS JR	30.00			
251274	06/21/2022	PRINTED	999990 ROBYN SHIRER	16.00			
251275	06/21/2022	PRINTED	999990 ROCKY CALVERT	42.00			
251276	06/21/2022	PRINTED	999990 SARA POLANSKY	16.00			
251277	06/21/2022	PRINTED	999990 STEPHEN MAXWELL	42.00			
251278	06/21/2022	PRINTED	999990 TAMMY ALDRIDGE	30.00			
251279	06/21/2022	PRINTED	999990 TERESA & BILL MATHEWS	42.00			
251280	06/21/2022	PRINTED	999990 VIRGINIA BODDEN	21.00			
251281	06/21/2022	PRINTED	999990 WILLIAM ROBBINS SR	16.00			
251282	06/21/2022	PRINTED	999990 WILLIAM ROSENDALE	16.00			
251283	06/21/2022	PRINTED	002123 OTC DIRECT, INC	63.74			
251284	06/21/2022	PRINTED	181452 JAMES PADGETT	152.00			
251285	06/21/2022	PRINTED	174713 PAM'S EMBROIDERY & SEWING	450.00			
251286	06/21/2022	PRINTED	002035 PARISH TRACTOR COMPANY, L	3,024.85			
251287	06/21/2022	PRINTED	186450 PARTNERS MANAGING GENERAL	60,669.80			
251288	06/21/2022	PRINTED	181793 SARA PEDEN	49.00			
251289	06/21/2022	PRINTED	121216 PEREGRINE SERVICES INC	13,257.59			



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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
251290	06/21/2022	PRINTED	180999 PETROLEUM TRADERS CORPORA	28,475.38			
251291	06/21/2022	PRINTED	183822 LEATHEA POSE	6.40			
251292	06/21/2022	PRINTED	185084 POWER SYSTEMS OF MS	25,664.00			
251293	06/21/2022	PRINTED	002000 PRIME DATA LLC	6,000.00			
251294	06/21/2022	PRINTED	069606 PROVIDENCE HOSPITAL	128.00			
251295	06/21/2022	PRINTED	186326 QCHC INC	145,333.33			
251296	06/21/2022	PRINTED	186326 QCHC INC	145,333.33			
251297	06/21/2022	PRINTED	186326 QCHC INC	8,000.00			
251298	06/21/2022	PRINTED	186326 QCHC INC	9,342.97			
251299	06/21/2022	PRINTED	001952 MARGARET ROSE RATCLIFF	35.20			
251300	06/21/2022	PRINTED	190609 KRISTEN M RAWSON	59.20			
251301	06/21/2022	PRINTED	081752 RDA SERVICE COMPANY	3,625.00			
251302	06/21/2022	PRINTED	123781 REGIONS BANK CORP TRUST	1,000.00			
251303	06/21/2022	PRINTED	123781 REGIONS BANK CORP TRUST	4,125.00			
251304	06/21/2022	PRINTED	183649 REPUBLIC SERVICES #986	1,345.50			
251305	06/21/2022	PRINTED	051009 ROBERTSDALE AUTO PARTS IN	4,255.34			
251306	06/21/2022	PRINTED	051040 ROBERTSDALE POWER EQUIPME	1,457.43			
251307	06/21/2022	PRINTED	051288 ROTO-ROOTER	950.00			
251308	06/21/2022	PRINTED	114420 INTERSTATE BILLING SERVIC	1,400.00			
251309	06/21/2022	PRINTED	183761 SAIN ASSOCIATES INC	30,690.06			
251310	06/21/2022	PRINTED	181284 SANDY SANSING FORD	1,957.71			
251311	06/21/2022	PRINTED	000143 SECTION 18 BRAT'S	5,863.15			
251312	06/21/2022	PRINTED	056733 SERVICEMASTER ACTION CLEA	2,173.00			
251313	06/21/2022	PRINTED	140290 MARIA SHARKEY	347.56			
251314	06/21/2022	PRINTED	192751 SHARPS MD OF ALABAMA	1,470.00			
251315	06/21/2022	PRINTED	136207 SHERWIN WILLIAMS - SPANIS	799.23			
251316	06/21/2022	PRINTED	185636 SHERWIN-WILLIAMS - US HW	129.96			
251317	06/21/2022	PRINTED	193241 ANN D SIMPSON	2,024.27			
251318	06/21/2022	PRINTED	185002 SITEONE LANDSCAPE SUPPLY	2,171.29			
251319	06/21/2022	PRINTED	123300 SOFTWARE HOUSE INT dba SH	6,390.82			
251320	06/21/2022	PRINTED	000510 SOLID WASTE FUND	124,986.30			
251321	06/21/2022	PRINTED	054037 SOUTH ALABAMA REGIONAL	40,461.77			
251322	06/21/2022	PRINTED	054083 SOUTH ALABAMA REGIONAL PL	682.17			
251323	06/21/2022	PRINTED	098394 SOUTH BALDWIN REGIONAL ME	861.42			
251324	06/21/2022	PRINTED	066835 SOUTHERN FIRE & SAFETY IN	7,090.13			
251325	06/21/2022	PRINTED	154499 SOUTHERN PIPE & SUPPLY	20.25			
251326	06/21/2022	PRINTED	190650 SOUTHERN TIRE MART	329.90			
251327	06/21/2022	PRINTED	002040 SPRINGHILL TINTING	1,250.00			
251328	06/21/2022	PRINTED	185594 STAPLES CONTRACT & COMMER	18,204.80			
251329	06/21/2022	PRINTED	002058 STATE INDUSTRIAL PRODUCTS	168.00			
251330	06/21/2022	PRINTED	133938 STATE OF ALABAMA DEPT OF	300.00			
251331	06/21/2022	PRINTED	192752 STEELFUSION CLINICAL TOXI	1,050.00			
251332	06/21/2022	PRINTED	146675 RONALD B STEWART	177.00			
251333	06/21/2022	PRINTED	065091 STONE CROSBY PC	1,116.50			
251334	06/21/2022	PRINTED	182059 SUNSOUTH LLC	1,344.78			
251335	06/21/2022	PRINTED	162616 SWEAT TIRE - BAY MINETTE	418.03			
251336	06/21/2022	PRINTED	054042 SWEAT TIRE - ROBERTSDALE	718.79			
251337	06/21/2022	PRINTED	186451 SYMBOL HEALTH SOLUTIONS L	87,905.40			
251338	06/21/2022	PRINTED	091361 TERRY THOMPSON CHEV & OLD	776.02			
251339	06/21/2022	PRINTED	191271 THE PARTS HOUSE	2,007.30			
251340	06/21/2022	PRINTED	184294 THE PRINT SHOP	215.00			
251341	06/21/2022	PRINTED	057071 THOMPSON TRACTOR CO	45,493.76			

## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
251342	06/21/2022	PRINTED	007093 SUSAN THOMPSON	312.25			
251343	06/21/2022	PRINTED	123932 TOWN OF SILVERHILL	14,568.75			
251344	06/21/2022	PRINTED	158123 TRANE-MOBILE PARTS CENTER	3,232.06			
251345	06/21/2022	PRINTED	057332 TRANSPORTATION SOUTH INC	380.00			
251346	06/21/2022	PRINTED	183743 TRANSUNION RISK & ALTERNA	485.10			
251347	06/21/2022	PRINTED	089463 TRI-TECH FORENSICS INC	1,166.00			
251348	06/21/2022	PRINTED	057039 TRUCK EQUIPMENT SALES INC	3,286.82			
251349	06/21/2022	PRINTED	002111 TRUIST BANK	141.40			
251350	06/21/2022	PRINTED	057304 TWO-WAY COMMUNICATIONS IN	3,284.00			
251351	06/21/2022	PRINTED	112416 ULINE INC	305.49			
251352	06/21/2022	PRINTED	067820 UNITED LABORATORIES	906.31			
251353	06/21/2022	PRINTED	065234 UNITED REFRIGERATION	211.16			
251354	06/21/2022	PRINTED	182172 UNIVERSAL ENVIRONMENTAL S	45.00			
251355	06/21/2022	PRINTED	078043 IRMA VAUTRIN	1.40			
251356	06/21/2022	PRINTED	002042 VEOCI INC	16,912.00			
251357	06/21/2022	PRINTED	192322 VIA MOBILITY, LLC	13,500.00			
251358	06/21/2022	PRINTED	002020 VISION SOUTHEAST INC	12,557.48			
251359	06/21/2022	PRINTED	066295 VOLKERT INC	11,649.50			
251360	06/21/2022	PRINTED	189796 VSC FIRE & SECURITY INC	1,360.00			
251361	06/21/2022	PRINTED	084216 W W GRAINGER	4,729.20			
251362	06/21/2022	PRINTED	192796 LORI WADDLE	61.78			
251363	06/21/2022	PRINTED	085307 CAPITAL ONE	388.51			
251364	06/21/2022	PRINTED	190131 WALTER CRAIG, LLC	131.95			
251365	06/21/2022	PRINTED	184040 HELEN WALTON	35.69			
251366	06/21/2022	PRINTED	118519 BRENDA WALZ	227.86			
251367	06/21/2022	PRINTED	060011 WARD INTL TRUCKS - MOBILE	1,415.28			
251368	06/21/2022	PRINTED	086191 WARRINER CONSTRUCTION	5,890.50			
251369	06/21/2022	PRINTED	174473 WASTE PRO OF FLORIDA	302.37			
251370	06/21/2022	PRINTED	193358 JESSICA WATERS	943.92			
251371	06/21/2022	PRINTED	181290 WESCO - FOLEY	412.60			
251372	06/21/2022	PRINTED	066024 WESCO RECEIVABLES CORP	184.75			
251373	06/21/2022	PRINTED	066029 WEST GROUP PAYMENT CENTER	1,048.08			
251374	06/21/2022	PRINTED	103202 MARY K WHITE	94.19			
251375	06/21/2022	PRINTED	185391 MARY L WHITE	8.80			
251376	06/21/2022	PRINTED	183823 GWENDOLYN J WIGGINS	104.00			
251377	06/21/2022	PRINTED	002061 WILLIAMS QUALITY CLEANING	1,292.00			
251378	06/21/2022	PRINTED	086123 AMY WILLIAMS	83.98			
251379	06/21/2022	PRINTED	184892 WITTICHEN SUPPLY - DAPHNE	1,589.08			
251380	06/21/2022	PRINTED	113371 WITTICHEN SUPPLY - FOLEY	23.26			
251381	06/21/2022	PRINTED	066357 WM CORPORATE SERVICES, IN	1,347.91			
251382	06/21/2022	PRINTED	139248 CRYSTAL WOLFF	211.00			
251383	06/21/2022	PRINTED	135520 WOOD FRUITTICHER GROCERY	1,061.12			
251384	06/21/2022	PRINTED	066006 WRIGHTS MOTOR PARTS INC	571.27			
251385	06/21/2022	PRINTED	001910 XPERT BLOWER REPAIR	2,087.25			
251386	06/21/2022	PRINTED	095628 ZEP MANUFACTURING COMPANY	953.45			
357 CHECKS				CASH ACCOUNT TOTAL	2,784,458.25	.00	



## INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 2951			NEW INVOICES				
VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE CHK/WIRE
APPROVED PAID INVOICES							
191564	00000 JAMES P NIX JR	35222 JUN 2022		M062122A	4,133.34	.00	.00 9206454
CASH 999	2022/09	INV 06/13/2022	SEP-CHK: N	DISC: .00		10051600 51190	4,133.34 1099:
ACCT 10010	DEPT 555	DUE 06/21/2022	DESC: SUPERNUMERARY; JUN 2022				
4095	00000 JOHNSON, JAMES B	35223 JUN 2022		M062122A	7,758.77	.00	.00 9206455
CASH 999	2022/09	INV 06/13/2022	SEP-CHK: N	DISC: .00		10052100 51190	7,758.77 1099:
ACCT 10010	DEPT 555	DUE 06/21/2022	DESC: RETIREMENT; JUN 2022				
123781	00000 REGIONS BANK COR	35224 6012022; 2013		M062122A	135,907.29	.00	.00 9206456
CASH 999	2022/09	INV 06/13/2022	SEP-CHK: N	DISC: .00		304 11500	135,907.29 1099:
ACCT 10010	DEPT 555	DUE 06/21/2022	DESC: 2013 WARRANTS; JUN 2022				
123781	00000 REGIONS BANK COR	35225 6012022; 2014		M062122A	36,451.62	.00	.00 9206457
CASH 999	2022/09	INV 06/13/2022	SEP-CHK: N	DISC: .00		304 11500	36,451.62 1099:
ACCT 10010	DEPT 555	DUE 06/21/2022	DESC: 2014 WARRANTS; JUN 2022				
123781	00000 REGIONS BANK COR	35227 6012022; 2015		M062122A	206,520.84	.00	.00 9206458
CASH 999	2022/09	INV 06/13/2022	SEP-CHK: N	DISC: .00		304 11500	206,520.84 1099:
ACCT 10010	DEPT 555	DUE 06/21/2022	DESC: 2015 WARRANTS; JUN 2022				
123781	00000 REGIONS BANK COR	35228 6012022; 2020		M062122A	158,137.50	.00	.00 9206459
CASH 999	2022/09	INV 06/13/2022	SEP-CHK: N	DISC: .00		304 11500	158,137.50 1099:
ACCT 10010	DEPT 555	DUE 06/21/2022	DESC: 2020 WARRANT; JUN 2022				
123781	00000 REGIONS BANK COR	35232 6012022; 2020B		M062122A	91,756.33	.00	.00 9206460
CASH 999	2022/09	INV 06/13/2022	SEP-CHK: N	DISC: .00		304 11500	91,756.33 1099:
ACCT 10010	DEPT 555	DUE 06/21/2022	DESC: 2020B WARRANT; JUN 2022				
7 APPROVED PAID INVOICES TOTAL					640,665.69		
7 INVOICE(S) REPORT POST TOTAL					640,665.69		

## INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 2953				NEW INVOICES				
VENDOR REMIT NAME		DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES								
14116	00000 BALDWIN CNTY BOA	35247 6132022		BE062122	481,171.43	.00	.00	9206461
CASH 999	2022/09	INV 06/13/2022	SEP-CHK: N	DISC: .00		100 23100	418,793.60	1099:
ACCT 10010	DEPT 555	DUE 06/21/2022	DESC:SALES /	USE TAX		100 23101	62,377.83	1099:
14116	00000 BALDWIN CNTY BOA	35248 53122		BE062122	2,758.50	.00	.00	9206462
CASH 999	2022/09	INV 05/31/2022	SEP-CHK: N	DISC: .00		10552610 52180	2,758.50	1099:
ACCT 10010	DEPT 555	DUE 06/21/2022	DESC:RESIDENT'S MEALS;	MAY 2022				
2 APPROVED PAID INVOICES			TOTAL		483,929.93			
2 INVOICE(S)			REPORT POST TOTAL		483,929.93			



INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 2954				NEW INVOICES				
VENDOR REMIT NAME		DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES								
191392	00000 GULF SHORES BOAR	35249 6132022		GS062122	34,510.04	.00	.00	9206463
CASH 999	2022/09	INV 06/13/2022	SEP-CHK: N	DISC: .00		100 23110	29,938.03	1099:
ACCT 10010	DEPT 555	DUE 06/21/2022	DESC:SALES/USE TAX			100 23111	4,572.01	1099:
1 APPROVED PAID INVOICES					TOTAL	34,510.04		
1 INVOICE(S)					REPORT POST TOTAL	34,510.04		



# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1079, **Version:** 1

**Item #:** EA2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/21/2022

**Item Status:** New

**From:** Cian Harrison, Clerk/Treasurer

Dana Austin, Accounting Manager

**Submitted by:** Robin Benson, Accounts Payable Supervisor

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### **ITEM TITLE**

Notification of Interim Payments Approved by Clerk/Treasurer as Allowed Under Policy 8.1

### **STAFF RECOMMENDATION**

Make the attached interim payments made by the Clerk/Treasurer totaling \$4,581,210.30 (four million, five hundred eighty-one thousand, two hundred ten dollars and thirty cents) a part of the minutes.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** N/A

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**

N/A

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

**Additional comments: N/A**

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation? N/A**

**If the proof of publication affidavit is not attached, list the reason: N/A**

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up: N/A**

**Individual(s) responsible for follow up: N/A**

**Action required (list contact persons/addresses if documents are to be mailed or emailed):  
N/A**

**Additional instructions/notes: N/A**

**Baldwin County Commission**  
**Interim Payments**  
**June 21, 2022**

Vendor Summary	Totals	Brief Description
1 AFLAC	20116.38	Payroll
2 AKMON INVESTMENT	1632.91	Land Redemptions
3 AL DEPT OF ENVIORNMENTAL MANAGEMENT	1385	Permit; Hwy
4 AL DEPT OF TRANSPORTATION	39300.4	Public Transit Vehicles; BRATS
5 ALABAMA CHILD SUPPORT PAYMENT CENTER	2607.19	Payroll
6 ALABAMA INCOME TAX DIVISION	86771.9	Payroll
7 ALABAMA POWER CO	317.42	Utilities
8 ASHLEY Y. LANGLEY	19300	Excess Bid
9 AT&T	1954.02	Telephone
10 AT&T MOBILITY	1221.57	Telephone
11 BALDWIN CNTY COMMISSION - BOOTS	177.5	Payroll
12 BALDWIN CNTY COMMISSION - DENTAL 790	14755.59	Payroll
13 BALDWIN CNTY COMMISSION - HEALTH	322518.75	Payroll
14 BALDWIN CNTY SHERIFF'S OFFICE	933383.47	Payroll
15 BALDWIN COUNTY SEWER SERVICE LLC	1507.29	Utilities
16 BALDWIN EMC	8765	Utilities
17 BLUE CROSS & BLUE SHIELD OF AL	190930.83	Medical
18 BOT HOLDINGS LLC	4710.44	Land Redemptions
19 BRADLEY A WILLIAMS	391.15	Land Redemptions
20 BRAYDENTON MCCORMICK	352.7	Land Redemptions
21 BRIAN A. GAUTHIER	311.82	Land Redemptions
22 BRODERICK POWELL	204.81	Land Redemptions
23 BRUCE RICKER	2603.61	Land Redemptions
24 BUZBEE ENTERPRISES, INC	772.03	Land Redemptions
25 CITY OF FAIRHOPE-UTILITIES	323.08	Utilities
26 CITY OF FOLEY	86.6	Utilities
27 CITY OF ROBERTSDALE	28304	Utilities
28 COMMUNITY ACTION AGENCY	19260	Grants; Baldwin Together
29 COREY SINGLETON	204.94	Land Redemptions
30 CORRECTIONAL PEACE OFFICERS FOUNDATION	15	Payroll
31 CRAFT TRAINING FUND	2753	CITI Fees; May 2022
32 DANIEL O'BRIEN	484.42	Payroll
33 DEPARTMENT OF CHILDREN AND FAMILY SVC	154.1	Payroll
34 EAST COAST TAX AUCTION, LLC	12309.95	Land Redemptions
35 ELECTION POLL WORKERS	1050	Election Poll Workers
36 ERIK JON TOLPO	767.93	Land Redemptions
37 FLEXIBLE BENEFITS	9395.38	Payroll
38 FRONTIER COMMUNICATIONS OF THE SOUTH INC	14.7	Telephone
39 GORDON & ZAKARY, INC.	99750	Contract Services
40 HOLLAND'S PAINT & BODY	13878.76	Repair & Maintenance MV
41 HOUSING RENTALS	330447.72	Housing Rentals
42 IJD PARALEGAL SERVICES, LLC	327.01	Land Redemptions
43 IRS-TAX PAYMENT	262490.03	Payroll
44 JEFFREY S ROWELL	19003.61	Land Redemptions
45 JENNIFER ROBERTS	1000	Excess Bid
46 JODY L WISE CIRCUIT CLERK	270.63	Payroll
47 JOEL DUANE WILLIAMS	76.21	Land Redemptions
48 KATHY GLAZE	67.47	Land Redemptions
49 L & K CONSTRUCTION, LLC	180989.5	Contract Services
50 LATOYA HILLERY	86.11	Land Redemptions



51	LB WOODRUFF III	547.91	Land Redemptions
52	LIBERTY NATIONAL LIFE	9930.61	Payroll
53	MCELHENNEY CONSTRUCTION CO LLC	25172.57	Contract Services
54	MEDONE, LC	146919.79	Medical
55	METROPOLITAN LIFE INSURANCE CO	28671.55	Payroll
56	NATIONWIDE RETIREMENT SOLUTIONS	31675.66	Payroll
57	NORTH BALDWIN HOSPITAL WELLNESS CENTER	106	Payroll
58	NORTH BALDWIN UTILITIES	6387.46	Utilities
59	ORANGE BEACH WATER AUTHORITY	20.54	Utilities
60	PERDIDO BAY WATER, SEWER, FIRE	18.72	Utilities
61	PETTY CASH - KELLY CHILDRESS	100.42	Petty Cash; COA
62	PH & J ARCHITECTS INC	37557.04	Contract Services
63	PHILLIP L. HARDY, JR	356.7	Land Redemptions
64	PINE VALLEY ONE REAL ESTATE LLC	9962.19	Land Redemptions
65	QUENTIN JAMAR SMITH	1787.52	Land Redemptions
66	RACHEL INGRAHAM	69.22	Land Redemptions
67	RANDY MARVIN SMITH	2823.32	Land Redemptions
68	RETIREMENT SYSTEMS OF AL	172049.57	Payroll
69	RIVIERA UTILITIES	7943.47	Utilities
70	ROLIN CONSTRUCTION, INC.	146770.2	Contract Services
71	RONNIE SCOTT	22602.97	Land Redemptions
72	RYNO	904.4	Monthly Pay Flow Fee
73	SHELBY MITCHELL	1079.68	Land Redemptions
74	SILVERHILL POSTMASTER	58	Postage; Hwy
75	SKG QRP, LLC	9067.09	Land Redemptions
76	STIVERS FORD LINCOLN MERCURY INC	100074	Vehicles; Revenue
77	TANYA J. HOLLER	7512.79	Land Redemptions
78	THE LIVING TRUST OF TOMMY GENE MURPHREE	1974.57	Land Redemptions
79	THOMAS FINCHER, JR	1646.56	Land Redemptions
80	TOWN OF LOXLEY	220.1	Utilities
81	TOWN OF SILVERHILL	137.86	Utilities
82	UNITED WAY OF BALDWIN COUNTY	261	Payroll
83	UNITI FIBER	8055.03	Telephone
84	VERIZON WIRELESS	24611.06	Telephone
85	WHARTON-SMITH, INC.	1130903	Contract Services
86	WILLIAM A. PARKER	3729.8	Land Redemptions
<b>Grand Total</b>		<b>4,581,210.30</b>	

## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
250362	05/25/2022	PRINTED	999997 ALABAMA POWER	460.05			
250363	05/25/2022	PRINTED	999997 ALABAMA POWER	371.07			
250364	05/25/2022	PRINTED	999997 ALABAMA POWER	1,091.86			
250365	05/25/2022	PRINTED	999997 ALABAMA POWER	131.66			
250366	05/25/2022	PRINTED	999997 AT & T	265.87			
250367	05/25/2022	PRINTED	999997 AT& T	211.12			
250368	05/25/2022	PRINTED	999997 BALDWIN COUNTY SOLID WAST	42.00			
250369	05/25/2022	PRINTED	999997 BALDWIN EMC	236.00			
250370	05/25/2022	PRINTED	999997 BALDWIN EMC	248.00			
250371	05/25/2022	PRINTED	999997 CITY OF ROBERTSDALE	201.00			
250372	05/25/2022	PRINTED	999997 COMMERCIAL WATER & ENERGY	122.96			
250373	05/25/2022	PRINTED	999997 DAPHNE UTILITIES	221.96			
250374	05/25/2022	PRINTED	999997 DAPHNE UTILITIES	163.44			
250375	05/25/2022	PRINTED	999997 HARBOR COMMUNICATIONS	143.82			
250376	05/25/2022	PRINTED	999997 HUGHES NETWORK SYSTEMS, I	205.07			
250377	05/25/2022	PRINTED	999997 MEDIACOM	197.62			
250378	05/25/2022	PRINTED	999997 NORTH BALDWIN UTILITIES	110.51			
250379	05/25/2022	PRINTED	999997 PARK CITY WATER AUTHORITY	115.01			
250380	05/25/2022	PRINTED	999997 RIVIERA UTILITIES	353.79			
250381	05/25/2022	PRINTED	999997 RIVIERA UTILITIES	161.93			
250382	05/25/2022	PRINTED	999997 RIVIERA UTILITIES	605.58			
250383	05/25/2022	PRINTED	999997 RIVIERA UTILITIES	323.12			
250384	05/25/2022	PRINTED	999997 RIVIERA UTILITIES	138.61			
250385	05/25/2022	PRINTED	999997 TOWN OF LOXLEY	191.20			
250386	05/25/2022	PRINTED	999997 TOWN OF SILVERHILL	59.40			
250387	05/25/2022	PRINTED	999996 ARDATH ROBERTSON	6,000.00			
250388	05/25/2022	PRINTED	999996 PATRICIA SYLVIA	5,100.00			
250389	05/25/2022	PRINTED	999995 BRIDGET M WILLIAMS	3,800.00			
250390	05/25/2022	PRINTED	999995 GLESSCO, LLC	2,300.00			
250391	05/25/2022	PRINTED	999995 HOMEWOOD SUITES BY HILTON	4,361.61			
250392	05/25/2022	PRINTED	999995 SAIA PROPERTIES, LLC	5,925.00			
31 CHECKS CASH ACCOUNT TOTAL				33,859.26	.00		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
250393	05/25/2022	PRINTED	999996 ANITA MASON	2,111.96			
250394	05/25/2022	PRINTED	999996 CAITLIN SIRMON	8,030.70			
250395	05/25/2022	PRINTED	999996 TERRI SOMME	5,700.00			
250396	05/25/2022	PRINTED	999995 BELFOREST APARTMENTS, LLC	6,120.00			
250397	05/25/2022	PRINTED	999995 CYNTHIA PAULINE BENTON	3,050.00			
250398	05/25/2022	PRINTED	999995 DLP PROSPER ORANGE BEACH	5,106.72			
250399	05/25/2022	PRINTED	999995 HIGHWAY 104 MHP, LLC	6,610.00			
250400	05/25/2022	PRINTED	999995 KERRY M WALLACE	2,385.00			
250401	05/25/2022	PRINTED	999995 PARK PLACE FOLEY, LLC	3,910.00			
250402	05/25/2022	PRINTED	999995 WNY HOLDINGS - GRAND OAK	5,782.00			
10 CHECKS CASH ACCOUNT TOTAL				48,806.38	.00		

## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
250405	05/27/2022	PRINTED	133604 PETTY CASH - KELLY CHILDR	14.22			
250406	05/27/2022	PRINTED	176049 STIVERS FORD LINCOLN MERC	100,074.00			
			2 CHECKS				
			CASH ACCOUNT TOTAL	100,088.22	.00		



AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
250407	05/27/2022	PRINTED	800518 CYNTHIA A DEKLE	125.00			
250408	05/27/2022	PRINTED	800515 PHYLLIS M EVANS	125.00			
250409	05/27/2022	PRINTED	800519 ELIZABETH GIBERT	125.00			
250410	05/27/2022	PRINTED	800514 LESLIE W GRIFFITH	125.00			
250411	05/27/2022	PRINTED	800516 DONNA A HINOTE	125.00			
250412	05/27/2022	PRINTED	800517 TIM KINGSTON	125.00			
250413	05/27/2022	PRINTED	001899 SHARON B MCGUFF	25.00			
7 CHECKS CASH ACCOUNT TOTAL				775.00	.00		

## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
250793	05/27/2022	PRINTED	999997 ALABAMA POWER	209.68			
250794	05/27/2022	PRINTED	999997 AT&T	237.49			
250795	05/27/2022	PRINTED	999997 DAPHNE UTILITIES	47.08			
250796	05/27/2022	PRINTED	999997 FAIRHOPE PUBLIC UTILITIES	182.01			
250797	05/27/2022	PRINTED	999997 HARBOR COMMUNICATIONS	179.86			
250798	05/27/2022	PRINTED	999997 MEDIACOM	191.71			
250799	05/27/2022	PRINTED	999997 NORTH BALDWIN UTILITIES	199.96			
250800	05/27/2022	PRINTED	999997 PARK CITY WATER AUTHORITY	50.00			
250801	05/27/2022	PRINTED	999997 REPUBLIC SERVICES # 960	50.72			
250802	05/27/2022	PRINTED	999997 RIVIERA UTILITIES	604.54			
250803	05/27/2022	PRINTED	999997 RIVIERA UTILITIES	446.22			
250804	05/27/2022	PRINTED	999997 RIVIERA UTILITIES	295.90			
250805	05/27/2022	PRINTED	999997 RIVIERA UTILITIES	325.15			
250806	05/27/2022	PRINTED	999997 RIVIERA UTILITIES	630.04			
250807	05/27/2022	PRINTED	999996 PATRICE GANDY	75.00			
250808	05/27/2022	PRINTED	999995 BELFOREST APARTMENTS, LLC	7,585.00			
250809	05/27/2022	PRINTED	999995 DEONTAE EDWARDS	7,975.00			
17 CHECKS							
CASH ACCOUNT TOTAL				19,285.36	.00		

## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
250810	05/27/2022	PRINTED	999996 EVA ROBERSON	7,458.38			
250811	05/27/2022	PRINTED	999996 GWENDOLYN GRAVES	2,400.00			
250812	05/27/2022	PRINTED	999995 ANITA FOSTER	3,100.00			
250813	05/27/2022	PRINTED	999995 ECONO LODGE INN & SUITES	6,748.80			
250814	05/27/2022	PRINTED	999995 LA QUINTA INN & SUITES -	6,149.00			
250815	05/27/2022	PRINTED	999995 RIVER POINTE MHP LLC	2,850.00			
			6 CHECKS				
			CASH ACCOUNT TOTAL	28,706.18	.00		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
9206437	06/01/2022	WIRE	014125 BLUE CROSS & BLUE SHIELD	11,355.04			
			1 CHECKS CASH ACCOUNT TOTAL	11,355.04	.00		



## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
9206438	06/01/2022	WIRE	014125 BLUE CROSS & BLUE SHIELD	107,375.47			
			1 CHECKS CASH ACCOUNT TOTAL	107,375.47	.00		

## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
250817	06/01/2022	PRINTED	999996 AMBER ADAMS	4,150.00			
250818	06/01/2022	PRINTED	999996 ANGELA DALTON	7,365.00			
250819	06/01/2022	PRINTED	999996 CAITLIN WILSON	5,170.00			
250820	06/01/2022	PRINTED	999996 CIARA MENIER	2,821.00			
250821	06/01/2022	PRINTED	999996 JACQUELINE ANDREWS	1,800.00			
250822	06/01/2022	PRINTED	999996 MARGARET MEYER	5,655.74			
250823	06/01/2022	PRINTED	999995 DRF APARTMENTS, LLC	3,068.00			
250824	06/01/2022	PRINTED	999995 DRF APARTMENTS, LLC	5,073.34			
250825	06/01/2022	PRINTED	999995 LMS SFTC, LLC	3,928.00			
250826	06/01/2022	PRINTED	999995 MELTON M. BOZEMAN	6,345.00			
250827	06/01/2022	PRINTED	999995 YARBROUGH & ASSOCIATES, L	6,650.00			
11 CHECKS				CASH ACCOUNT TOTAL	52,026.08	.00	

## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
250828	06/01/2022	PRINTED	999997 ALABAMA POWER	363.55			
250829	06/01/2022	PRINTED	999997 ALABAMA POWER	208.84			
250830	06/01/2022	PRINTED	999997 ALABAMA POWER	902.12			
250831	06/01/2022	PRINTED	999997 ALABAMA POWER	481.19			
250832	06/01/2022	PRINTED	999997 GULF SHORES UTILITIES	27.14			
250833	06/01/2022	PRINTED	999997 MEDIACOM	543.38			
250834	06/01/2022	PRINTED	999997 NORTH BALDWIN UTILITIES	472.21			
250835	06/01/2022	PRINTED	999997 RIVIERA UTILITIES	392.34			
250836	06/01/2022	PRINTED	999997 RIVIERA UTILITIES	657.45			
250837	06/01/2022	PRINTED	999997 RIVIERA UTILITIES	333.60			
250838	06/01/2022	PRINTED	999997 RIVIERA UTILITIES	635.18			
250839	06/01/2022	PRINTED	999997 RIVIERA UTILITIES	378.89			
250840	06/01/2022	PRINTED	999997 WHITE HOUSE WATER SYSTEM	42.00			
250841	06/01/2022	PRINTED	999996 LIINAMARIA LESLIE	3,355.00			
250842	06/01/2022	PRINTED	999996 TOWAKA GANDY	2,640.00			
250843	06/01/2022	PRINTED	999995 LMS SFTC, LLC	7,579.00			
16 CHECKS				CASH ACCOUNT TOTAL	19,011.89	.00	

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
9206439	06/01/2022	WIRE	014125 BLUE CROSS & BLUE SHIELD	16,346.44			
			1 CHECKS CASH ACCOUNT TOTAL	16,346.44	.00		



## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
250844	06/02/2022	PRINTED	010009 ALABAMA POWER CO	317.42			
250845	06/02/2022	PRINTED	097691 BALDWIN COUNTY SEWER SERV	1,507.29			
250846	06/02/2022	PRINTED	014005 BALDWIN EMC	1,046.00			
250847	06/02/2022	PRINTED	054257 FRONTIER COMMUNICATIONS O	14.70			
250848	06/02/2022	PRINTED	019003 NORTH BALDWIN UTILITIES	6,024.48			
250849	06/02/2022	PRINTED	047503 PH & J ARCHITECTS INC	37,557.04			
250850	06/02/2022	PRINTED	051003 RIVIERA UTILITIES	437.87			
250851	06/02/2022	PRINTED	048055 SILVERHILL POSTMASTER	58.00			
250852	06/02/2022	PRINTED	057069 TOWN OF LOXLEY	220.10			
250853	06/02/2022	PRINTED	057007 TOWN OF SILVERHILL	137.86			
250854	06/02/2022	PRINTED	152240 VERIZON WIRELESS	22,939.29			
250855	06/02/2022	PRINTED	001915 WHARTON-SMITH, INC.	1,130,903.00			
12 CHECKS				CASH ACCOUNT TOTAL	1,201,163.05	.00	

**AP CHECK RECONCILIATION REGISTER**

FOR CASH ACCOUNT: 999      10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
9206440	06/02/2022	WIRE	001983 MEDONE, LC	146,919.79			
			1 CHECKS      CASH ACCOUNT TOTAL	146,919.79	.00		

## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
250856	06/03/2022	PRINTED	063589 AT&T	86.70			
250857	06/03/2022	PRINTED	014397 AT&T MOBILITY	377.26			
250858	06/03/2022	PRINTED	186412 CRAFT TRAINING FUND	2,753.00			
250859	06/03/2022	PRINTED	185351 HOLLAND'S PAINT & BODY	13,878.76			
250860	06/03/2022	PRINTED	133604 PETTY CASH - KELLY CHILDR	86.20			
250861	06/03/2022	PRINTED	145701 UNITI FIBER	8,055.03			
6 CHECKS CASH ACCOUNT TOTAL				25,236.95	.00		

## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
250862	06/03/2022	PRINTED	999997 ALABAMA POWER	59.01			
250863	06/03/2022	PRINTED	999997 ALABAMA POWER	591.53			
250864	06/03/2022	PRINTED	999997 NORTH BALDWIN UTILITIES	157.60			
250865	06/03/2022	PRINTED	999995 D & D OAKS PROPERTIES, LL	2,940.00			
250866	06/03/2022	PRINTED	999995 GLENDALE APARTMENTS, LTD	1,900.00			
250867	06/03/2022	PRINTED	999995 HARBOR CROSSING APARTMENT	3,674.00			
250868	06/03/2022	PRINTED	999995 PAM VAN SICKLER	3,000.00			
250869	06/03/2022	PRINTED	999995 SLOCUM PROPERTIES	11,075.50			
8 CHECKS CASH ACCOUNT TOTAL				23,397.64	.00		



## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
250870	06/03/2022	PRINTED	999997 ALABAMA POWER	116.26			
250871	06/03/2022	PRINTED	999997 ALABAMA POWER	152.21			
250872	06/03/2022	PRINTED	999997 ALABAMA POWER	290.73			
250873	06/03/2022	PRINTED	999997 ALABAMA POWER	327.32			
250874	06/03/2022	PRINTED	999997 FAIRHOPE PUBLIC UTILITIES	588.05			
250875	06/03/2022	PRINTED	999997 NORTH BALDWIN UTILITIES	166.95			
250876	06/03/2022	PRINTED	999997 NORTH BALDWIN UTILITIES	242.33			
250877	06/03/2022	PRINTED	999996 KIMBERLY ANDING	9,600.00			
250878	06/03/2022	PRINTED	999996 KRYSTAL LOWERY	6,350.00			
250879	06/03/2022	PRINTED	999995 ALAN PATE	3,200.00			
250880	06/03/2022	PRINTED	999995 COLONNADE AT EASTERN SHOR	6,285.30			
250881	06/03/2022	PRINTED	999995 D & D OAKS PROPERTIES LLC	1,775.00			
250882	06/03/2022	PRINTED	999995 D&D OAKS PROPERTIES, LLC	3,190.00			
250883	06/03/2022	PRINTED	999995 ERICK CROSBY	5,450.00			
250884	06/03/2022	PRINTED	999995 GRANDE POINTE RVF PROPERT	4,540.00			
250885	06/03/2022	PRINTED	999995 LESLEY L. WILLIAMS	2,625.00			
250886	06/03/2022	PRINTED	999995 SLOCUM PROPERTIES	11,100.00			
250887	06/03/2022	PRINTED	999995 VIVEK & JAY LLC	6,737.70			
18 CHECKS CASH ACCOUNT TOTAL				62,736.85	.00		

**AP CHECK RECONCILIATION REGISTER**

FOR CASH ACCOUNT: 999      10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
9206441	06/06/2022	WIRE	010224 AL DEPT OF ENVIRONMENTAL	1,385.00			
			1 CHECKS      CASH ACCOUNT TOTAL	1,385.00	.00		

## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
250888	06/06/2022	PRINTED	800521 JEFFREY KEENER	125.00			
250889	06/06/2022	PRINTED	800520 EARL WHITE	125.00			
250890	06/06/2022	PRINTED	800026 EVELYN WRIGHT	25.00			
3 CHECKS CASH ACCOUNT TOTAL				275.00	.00		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
250891	06/06/2022	PRINTED	999997 NORTH BALDWIN UTILITIES	114.84			
250892	06/06/2022	PRINTED	999995 JERRY WAYNE WAINWRIGHT	3,475.00			
250893	06/06/2022	PRINTED	999995 LAQUINTA INN & SUITES BY	6,248.00			
250894	06/06/2022	PRINTED	999995 QUALITY INN # 382	9,157.50			
4 CHECKS CASH ACCOUNT TOTAL				18,995.34	.00		



## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
250895	06/06/2022	PRINTED	999997 ALABAMA POWER	279.72			
250896	06/06/2022	PRINTED	999997 NORTH BALDWIN UTILITIES	165.25			
250897	06/06/2022	PRINTED	999997 RIVIERA UTILITIES	435.27			
250898	06/06/2022	PRINTED	999995 BARNWELL EQUIPMENT, INC.	7,400.00			
250899	06/06/2022	PRINTED	999995 BAY MINETTE HOUSING, LTD	2,440.00			
250900	06/06/2022	PRINTED	999995 ELITE RENTALS LLC	3,400.00			
250901	06/06/2022	PRINTED	999995 MICROTTEL INN & SUITES -	1,947.00			
250902	06/06/2022	PRINTED	999995 PARK WAY MOBILE HOME	1,500.00			
8 CHECKS CASH ACCOUNT TOTAL				17,567.24	.00		

## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
250903	06/07/2022	PRINTED	045350 AL DEPT OF TRANSPORTATION	13,070.40			
250904	06/07/2022	PRINTED	045350 AL DEPT OF TRANSPORTATION	26,230.00			
			2 CHECKS				
			CASH ACCOUNT TOTAL	39,300.40	.00		

**AP CHECK RECONCILIATION REGISTER**

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
250905	06/07/2022	PRINTED	999995 LAQUINTA INN & SUITES BY	6,055.50			
			1 CHECKS				
			CASH ACCOUNT TOTAL	6,055.50	.00		

## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
9206442	06/07/2022	WIRE	014125 BLUE CROSS & BLUE SHIELD	43,290.55			
			1 CHECKS CASH ACCOUNT TOTAL	43,290.55	.00		



## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
9206446	06/08/2022	WIRE	014125 BLUE CROSS & BLUE SHIELD	12,563.33			
			1 CHECKS CASH ACCOUNT TOTAL	12,563.33	.00		

## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
250915	06/08/2022	PRINTED	010346 AFLAC	20,014.98			
250916	06/08/2022	PRINTED	170616 AFLAC	101.40			
250917	06/08/2022	PRINTED	180373 BALDWIN CNTY COMMISSION -	1,283.18			
250918	06/08/2022	PRINTED	186456 BALDWIN CNTY COMMISSION -	24,299.13			
250919	06/08/2022	PRINTED	064266 CORRECTIONAL PEACE OFFICE	15.00			
250920	06/08/2022	PRINTED	039441 LIBERTY NATIONAL LIFE	9,930.61			
250921	06/08/2022	PRINTED	191391 METROPOLITAN LIFE INSURAN	28,554.98			
250922	06/08/2022	PRINTED	191521 METROPOLITAN LIFE INSURAN	66.00			
250923	06/08/2022	PRINTED	191524 METROPOLITAN LIFE INSURAN	50.57			
250924	06/08/2022	PRINTED	091547 NORTH BALDWIN HOSPITAL WE	106.00			
250925	06/08/2022	PRINTED	040624 UNITED WAY OF BALDWIN COU	261.00			
11 CHECKS				84,682.85	.00		
CASH ACCOUNT TOTAL							

## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
250930	06/09/2022	PRINTED	192222 AKMON INVESTMENT	1,632.91			
250931	06/09/2022	PRINTED	054017 AT&T	815.62			
250932	06/09/2022	PRINTED	063589 AT&T	982.81			
250933	06/09/2022	PRINTED	063589 AT&T	68.89			
250934	06/09/2022	PRINTED	014397 AT&T MOBILITY	281.15			
250935	06/09/2022	PRINTED	014397 AT&T MOBILITY	563.16			
250936	06/09/2022	PRINTED	014005 BALDWIN EMC	7,719.00			
250937	06/09/2022	PRINTED	180359 BOT HOLDINGS LLC	4,710.44			
250938	06/09/2022	PRINTED	192253 BRIAN A. GAUTHIER	311.82			
250939	06/09/2022	PRINTED	192238 BUZBEE ENTERPRISES, INC	772.03			
250940	06/09/2022	PRINTED	019021 CITY OF FAIRHOPE-UTILITIE	323.08			
250941	06/09/2022	PRINTED	019049 CITY OF FOLEY	86.60			
250942	06/09/2022	PRINTED	019031 CITY OF ROBERTSDALE	28,304.00			
250943	06/09/2022	PRINTED	192571 COMMUNITY ACTION AGENCY	19,260.00			
250944	06/09/2022	PRINTED	187162 COREY SINGLETON	204.94			
250945	06/09/2022	PRINTED	002126 EAST COAST TAX AUCTION, L	12,309.95			
250946	06/09/2022	PRINTED	181972 ERIK JON TOLPO	767.93			
250947	06/09/2022	PRINTED	002127 THOMAS FINCHER, JR	1,646.56			
250948	06/09/2022	PRINTED	002128 KATHY GLAZE	67.47			
250949	06/09/2022	PRINTED	002022 GORDON & ZAKARY, INC.	99,750.00			
250950	06/09/2022	PRINTED	002129 PHILLIP L. HARDY, JR	356.70			
250951	06/09/2022	PRINTED	002130 LATOYA HILLERY	86.11			
250952	06/09/2022	PRINTED	002131 TANYA J. HOLLER	7,512.79			
250953	06/09/2022	PRINTED	002132 IJD PARALEGAL SERVICES, L	327.01			
250954	06/09/2022	PRINTED	164292 JOEL DUANE WILLIAMS	76.21			
250955	06/09/2022	PRINTED	002152 ASHLEY Y. LANGLEY	19,300.00			
250956	06/09/2022	PRINTED	191609 LB WOODRUFF III	547.91			
250957	06/09/2022	PRINTED	002133 BRAYDENTON MCCORMICK	352.70			
250958	06/09/2022	PRINTED	185518 MCELHENNEY CONSTRUCTION C	25,172.57			
250959	06/09/2022	PRINTED	002134 SHELBY MITCHELL	1,079.68			
250960	06/09/2022	PRINTED	192313 THE LIVING TRUST OF TOMMY	1,974.57			
250961	06/09/2022	PRINTED	019003 NORTH BALDWIN UTILITIES	362.98			
250962	06/09/2022	PRINTED	002080 ORANGE BEACH WATER AUTHOR	20.54			
250963	06/09/2022	PRINTED	002135 WILLIAM A. PARKER	3,729.80			
250964	06/09/2022	PRINTED	048197 PERDIDO BAY WATER, SEWER,	18.72			
250965	06/09/2022	PRINTED	192298 PINE VALLEY ONE REAL ESTA	9,962.19			
250966	06/09/2022	PRINTED	002136 BRODERICK POWELL	204.81			
250967	06/09/2022	PRINTED	180941 RACHEL INGRAHAM	69.22			
250968	06/09/2022	PRINTED	002137 BRUCE RICKER	2,603.61			
250969	06/09/2022	PRINTED	051003 RIVIERA UTILITIES	7,505.60			
250970	06/09/2022	PRINTED	002151 JENNIFER ROBERTS	1,000.00			
250971	06/09/2022	PRINTED	002031 ROLIN CONSTRUCTION, INC.	146,770.20			
250972	06/09/2022	PRINTED	002138 JEFFREY S ROWELL	19,003.61			
250973	06/09/2022	PRINTED	002139 RONNIE SCOTT	22,602.97			
250974	06/09/2022	PRINTED	188785 SKG QRP, LLC	9,067.09			
250975	06/09/2022	PRINTED	002140 QUENTIN JAMAR SMITH	1,787.52			
250976	06/09/2022	PRINTED	002141 RANDY MARVIN SMITH	2,823.32			
250977	06/09/2022	PRINTED	152240 VERIZON WIRELESS	20.04			
250978	06/09/2022	PRINTED	152240 VERIZON WIRELESS	1,651.73			
250979	06/09/2022	PRINTED	002142 BRADLEY A WILLIAMS	391.15			
50 CHECKS CASH ACCOUNT TOTAL				466,959.71	.00		

## INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 2926				NEW INVOICES				
VENDOR REMIT NAME		DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES								
10	00000 BALDWIN CNTY SHE	34446 6082022		M060922A	931,942.95	.00	.00	9206451
CASH 999	2022/09	INV 06/08/2022	SEP-CHK: N	DISC: .00		10052100 52910	287,276.49	1099:
ACCT 10010	DEPT 555	DUE 06/09/2022	DESC:SHERIFF'S	PAYROLL 06/10/22		10052200 52910	140,616.63	1099:
						708 22797	13,514.10	1099:
						10052100 52910	305,423.25	1099:
						10052200 52910	171,877.65	1099:
						708 22797	13,234.83	1099:
1 APPROVED PAID INVOICES			TOTAL		931,942.95			
1 INVOICE(S)			REPORT POST TOTAL		931,942.95			



INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 2927				NEW INVOICES			
VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE CHK/WIRE
APPROVED PAID INVOICES							
10	00000 BALDWIN CNTY SHE	34447 6082022;HANGOUT FEST		N060922A	1,440.52	.00	.00 9206452
CASH 999	2022/09	INV 06/08/2022	SEP-CHK: N	DISC: .00		10052100 52910	1,440.52 1099:
ACCT 10010	DEPT 555	DUE 06/09/2022	DESC:SHERIFF'S PR HANGOUT FEST				
1 APPROVED PAID INVOICES				TOTAL	1,440.52		
1 INVOICE(S)				REPORT POST TOTAL	1,440.52		

## INVOICE ENTRY PROOF LIST

CLERK: R BENSON BATCH: 2928			NEW INVOICES			
VENDOR REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE CHK/WIRE
APPROVED PAID INVOICES						
182668 00000 RYNO CONSULTING	34453 9589		0060922A	904.40	.00	.00 9206453
CASH 511	2022/09	INV 06/09/2022	SEP-CHK: N	DISC: .00	51154801 51500	904.40 1099:
ACCT 11000	DEPT 555	DUE 06/09/2022	DESC:MONTHLY PAY FLOW FEE			
1 APPROVED PAID INVOICES			TOTAL	904.40		
1 INVOICE(S)			REPORT POST TOTAL	904.40		

## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
250906	06/10/2022	PRINTED	094828 ALABAMA CHILD SUPPORT PAY	2,607.19			
250907	06/10/2022	PRINTED	180373 BALDWIN CNTY COMMISSION -	13,472.41			
250908	06/10/2022	PRINTED	186456 BALDWIN CNTY COMMISSION -	298,219.62			
250909	06/10/2022	PRINTED	188062 BALDWIN CNTY COMMISSION -	177.50			
250910	06/10/2022	PRINTED	184047 DANIEL O'BRIEN	484.42			
250911	06/10/2022	PRINTED	189015 DEPARTMENT OF CHILDREN AN	154.10			
250912	06/10/2022	PRINTED	000717 FLEXIBLE BENEFITS	9,395.38			
250913	06/10/2022	PRINTED	112221 JODY L WISE CIRCUIT CLERK	270.63			
250914	06/10/2022	PRINTED	040627 NATIONWIDE RETIREMENT SOL	31,675.66			
9 CHECKS CASH ACCOUNT TOTAL				356,456.91	.00		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
9206443	06/10/2022	WIRE	051059 RETIREMENT SYSTEMS OF AL	172,049.57			
9206444	06/10/2022	WIRE	054188 IRS-TAX PAYMENT	262,490.03			
			2 CHECKS				
			CASH ACCOUNT TOTAL	434,539.60	.00		



## PAYROLL VENDOR PROOF SUMMARY

Warrant:220513 Pay Period From:04/25/2022 To:05/08/2022 Check Date:05/13/2022

VENDOR	ADDRESS	NAME	TYP	DED	DESC	RUN	WARRANT	EMPLOYEE AMT	EMPLOYER AMT
10365	0	ALABAMA INCOME T	I	4000	STATE	0	220513	42,554.25	0.00
VENDOR TOTAL:						42,554.25		42,554.25	0.00
REPORT TOTAL:						42,554.25		42,554.25	0.00

\*\* END OF REPORT - Generated by Amanda Cunningham \*\*

## PAYROLL VENDOR PROOF SUMMARY

Warrant:220527 Pay Period From:05/09/2022 To:05/22/2022 Check Date:05/27/2022

VENDOR	ADDRESS	NAME	TYP	DED	DESC	RUN	WARRANT	EMPLOYEE AMT	EMPLOYER AMT
10365	0	ALABAMA INCOME T	I	4000	STATE	0	220527	42,731.36	0.00
VENDOR TOTAL:						42,731.36		42,731.36	0.00
REPORT TOTAL:						42,731.36		42,731.36	0.00

\*\* END OF REPORT - Generated by Amanda Cunningham \*\*

## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
9206406	06/10/2022	WIRE	010365 ALABAMA INCOME TAX DIVISI	1,486.29			
			1 CHECKS CASH ACCOUNT TOTAL	1,486.29	.00		

# Baldwin County, AL

## PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

### Detail Invoice List

CHECK RUN: I061022A 06/10/2022  
DUE DATE: 06/10/2022

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
2094	L & K CONSTRUCTION, L		0000	20224882	INV	06/10/2022	#2; HW21159000		34503		
ACCOUNT DETAIL							LINE AMOUNT				
1	11151025 55908		DHWY	DrainPrj			180,989.50				
								180,989.50			
							CHECK TOTAL	180,989.50			
1	INVOICES			WARRANT TOTAL			180,989.50	180,989.50			





# Baldwin County Commission

## Agenda Action Form

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**File #:** 22-1101, **Version:** 1

**Item #:** HA1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/21/2022

**Item Status:** Addendum

**From:** Ronald J. Cink, Budget Director/Interim County Administrator

**Submitted by:** Anu Gary, Administrative Services Manager

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### **ITEM TITLE**

Request for a Referendum Election - The Alabama Limited Self-Governance Act

### **STAFF RECOMMENDATION**

Adopt Resolution #2022-110 calling for a local referendum to be held on the question of whether the health and safety powers authorized in Ala. Code § 11-3A-1 et seq. shall be effective in Baldwin County, with such referendum to be held during the election on November 8, 2022.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** "The Alabama Limited Self-Governance Act" (Ala. Code § 11-3A-1 et seq.) authorizes the county commission to exercise certain health and safety powers in the unincorporated areas of the county upon passage of a local referendum in which the qualified voters in the unincorporated areas of the county approved the exercise of these powers by the county commission. Such referendum must be held in conjunction with a primary, general, or special election held for another purpose.

If the Limited Self-Governance Act is approved by a majority of the qualified electors in the unincorporated areas of the county at a local referendum on the question, the county commission will be authorized to adopt ordinances on health and safety issues related to the abatement of weeds, the control of animals, the control of litter, the control of junkyards, and the abatement of noise nuisances, unsanitary sewage, or pollution.

### **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:** Time Sensitive - All follow up the day of the meeting

**Individual(s) responsible for follow up:** Administration staff - Forward copy of resolution to probate Judge Harry D'Olive via email and hand delivery.

Cc:

Tammy Chance

Violetta Smith

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

N/A

**Additional instructions/notes:** N/A

COUNTY OF BALDWIN     )

STATE OF ALABAMA     )

**RESOLUTION #2022-110  
OF  
THE BALDWIN COUNTY COMMISSION**

**CALLING FOR REFERENDUM ON HEALTH AND SAFETY POWERS.**

**WHEREAS**, “The Alabama Limited Self-Governance Act” (*Ala. Code § 11-3A-1 et seq.*) authorizes the county commission to exercise certain health and safety powers in the unincorporated areas of the county upon passage of a local referendum in which the qualified voters in the unincorporated areas of the county approved the exercise of these powers by the county commission; and

**WHEREAS**, a local referendum may be called by the county commission upon resolution adopted by a majority of its members, with such referendum to be held in conjunction with a primary, general, or special election held for another purpose; and

**WHEREAS**, if the Limited Self-Governance Act is approved by a majority of the qualified electors in the unincorporated areas of the county at a local referendum on the question, the county commission will be authorized to adopt ordinances on health and safety issues related to the abatement of weeds, the control of animals, the control of litter, the control of junkyards, and the abatement of noise nuisances, unsanitary sewage, or pollution set out above; and

**WHEREAS**, the Baldwin County Commission believes that it is in the best interests of the county that a local referendum be held on the question of whether the health and safety powers authorized in *Ala. Code § 11-3A-1 et seq.* should be available to the County Commission to address some or all of the important health and safety issues set out in the Act; and

**WHEREAS**, the Baldwin County Commission desires to grant its citizens in the unincorporated areas of the county an opportunity to vote on whether to grant the county commission the authority to address these health and safety concerns within the unincorporated areas of the county; and

**WHEREAS**, based upon the foregoing, the Baldwin County Commission has adopted this resolution calling for a local referendum on this issue by a majority of the county commission; now therefore

**BE IT RESOLVED BY THE BALDWIN COUNTY COMMISSION**, that it does hereby call for a local referendum to be held on the question of whether the health and safety powers authorized in *Ala. Code § 11-3A-1 et seq.* shall be effective in Baldwin County, with such referendum to be held during the election on November 8, 2022.

**BE IT FURTHER RESOLVED** that copies of this resolution be immediately forwarded to the judge of probate and sheriff's office with instructions to include this local referendum on the ballot for the election to be held on November 8, 2022.

**IN WITNESS WHEREOF**, the Baldwin County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on this the 21<sup>st</sup> day of June, 2022.

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James E. Ball  
Chairman, Baldwin County Commission

ATTEST:

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Joey Nunnally  
County Engineer, Baldwin County Commission