



Baldwin County Commission Work Session
Meeting Minutes

Tuesday, February 11, 2020
8:30 AM

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

Commissioners present:

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

Commissioners absent:

None.

Staff present:

Adam Scarborough, Assistant CIS Director
Cian Harrison, Clerk Treasurer
Bo Bonner, Assistant Personnel Director
Joey Nunnally, County Engineer
Ron Cink, Budget Director
Terri Graham, Development and Environmental Director
Wayne Dyess, County Administrator
Eddie Harper, Building Official
Anu Gary, Administrative Services Manager
Sherry-Lea Bloodworth Boto, Community Engagement Manager/Public Information Officer
Vince Jackson, Planning Director
Lisa Sangster, Administrative Support Specialist IV
Matthew Brown, BRATS Director
Jeannie Peerson, Commission Executive Assistant
Zach Hood, EMA Director
Scott Wallace, EMA Training and Shelter Coordinator
Kelly Childress, Council on Aging Coordinator
Celena Boykin, Senior Planner
Jenni Guerry, Logistics Coordinator
Sarah Sislak, MPO Coordinator

Staff present via teleconference:

Felisha Anderson, Director of Archives and History/Special Historic Project Coordinator
Wanda Gautney, Purchasing Director

Brad Hicks, County Attorney
Brian Pierce, Coroner
Betty Sweet, Board of Registrars Chair
Max Huffman, Board of Registrars Office Manager
Dane Haygood, Mayor, City of Daphne
Mike McMillan, Mayor, City of Spanish Fort
Lee Lawson, CEO/President, Baldwin County Economic Development Alliance

A ELECTED OFFICIALS

- Brian Pierce, Coroner, addressed the Commission regarding the request.

B BUDGET/PURCHASING

- Moved to February 18, 2020, regular meeting, Consent Agenda.

- Moved to February 18, 2020, regular meeting, Consent Agenda.

- Moved to February 18, 2020, regular meeting, Consent Agenda.

- Moved to February 18, 2020, regular meeting, Consent Agenda.

- Moved to February18, 2020, regular meeting, Consent Agenda.

- B6** Competitive Bid #WG20-17 - Provision of Erosion Control Materials for the Baldwin County Commission **20-0685**

Moved to February 18, 2020, regular meeting, Consent Agenda.

- B7** STPOA-0042 (537) BCP-0209719 Traffic Light Installation at the Intersection of U.S. Highway 98 and County Road 34 for the Baldwin County Commission **20-0691**

Moved to February 18, 2020, regular meeting, Consent Agenda.

- B8** The Public Building Authority of Baldwin County - Resolution #2020-059 and Lease Agreement (Baldwin County Jail Project) **20-0734**

[Tax Map of Baldwin County Jail Property in Bay Minette](#) was provided as a handout by Ron Cink, Budget Director.

Moved to February 18, 2020, regular meeting, Other Staff Recommendations.

- B9** Resolution #2020-060 and Refunding Trust Agreement for the 2012 General Obligation Warrants **20-0736**

Moved to February 18, 2020, regular meeting, Consent Agenda.

C HIGHWAY

- C1** Eastern Shore Metropolitan Planning Organization - Request for Resolution and Support for Proposed Scope of Mobile River Bridge and Expressway Project **20-0735**

Mayor Dane Haygood of Daphne and Mayor Mike McMillan of Spanish Fort, addressed the Commission regarding the importance of the proposed project to the Eastern Shore Communities and the MPO's proposal.

Dr. Lou Campemenosi, from the audience, commented on the City of Fairhope adopting a resolution regarding the project and the Common Sense Campaign's support for the project.

Further discussion followed regarding a meeting with MPO and ALDOT. Sarah Sislak, MPO Coordinator, discussed the plans and project. The Commission further discussed its support of the concept and MPO's efforts and the need to obtain more information and the importance of having no toll on the proposed bridge.

Motion by Commissioner Davis to adopt a resolution in support of the MPO concept of the project and the proposal to move forward.

Moved to February 18, 2020, regular meeting, Other Staff Recommendations.

- C2** Alabama Department of Transportation (ALDOT) Request - Rename Portion of County Road 68 to Buc-ee's Boulevard **20-0724**

Moved to February 18, 2020, regular meeting, Consent Agenda.

C3 Blakeley State Park Road Improvements

20-0725

Mike Bunn, Director of Historic Blakeley State Park, addressed the Commission regarding the request.

Brad Hicks, County Attorney, to review the request and proposal for road improvements.

No item moving forward at this time, will be brought back to February 26, 2020, work session.

C4 Intersection Realignment and Installation of Turn Lanes at County Road 31 (Old Highway 31) and State Route 3 (U.S. Highway 31) - Resolution No. 2020-054 and Project Funding Agreement **20-0622**

Moved to February 18, 2020, regular meeting, Consent Agenda.

C5 License Agreement No. 20003 - Keller Road Right-of-Way

20-0726

Addendum Attachment – License Agreement was provided as a handout by Joey Nunnally County Engineer.

Moved to February 18, 2020, regular meeting, Consent Agenda.

D BALDWIN REGIONAL AREA TRANSIT SYSTEM (BRATS)

D1 Request for Proposals for On-Demand, Dynamic Scheduling Software

20-0718

Moved to February 18, 2020, regular meeting, Consent Agenda.

E PARKS

F FINANCE AND ACCOUNTING

G ENVIRONMENTAL MANAGEMENT (SOLID WASTE)

G1 Baldwin County Solid Waste Standard On-call Contract for Engineering and Related Services

20-0712

Moved to February 18, 2020, regular meeting, Consent Agenda.

G2 Baldwin County Solid Waste Uncollectible Residential Accounts

20-0711

Moved to February 18, 2020, regular meeting, Consent Agenda.

G3 CORE Computing Solutions, Inc. - Maintenance and Support for eMobile On-Board Tablets

20-0713

Moved to February 18, 2020, regular meeting, Consent Agenda.

H BUILDING INSPECTION

- H1** Agreement with the Town of Elberta - Enforcement of Building Codes and Laws **20-0702**

Moved to February 18, 2020, regular meeting, Consent Agenda.

- H2** Agreement with the Town of Elberta - Enforcement of Flood Damage Prevention Ordinance **20-0701**

Moved to February 18, 2020, regular meeting, Consent Agenda.

- H3** Agreement with the Town of Magnolia Springs - Enforcement of Building Codes and Laws **20-0706**

Moved to February 18, 2020, regular meeting, Consent Agenda.

- H4** Agreement with the Town of Magnolia Springs - Enforcement of Flood Damage Prevention Ordinance **20-0705**

Moved to February 18, 2020, regular meeting, Consent Agenda.

- H5** Agreement with the Town of Perdido Beach - Enforcement of Building Codes and Laws **20-0703**

Moved to February 18, 2020, regular meeting, Consent Agenda.

- H6** Agreement with the Town of Perdido Beach - Enforcement of Flood Damage Prevention Ordinance **20-0704**

Moved to February 18, 2020, regular meeting, Consent Agenda.

- H7** Building Inspection Department Update **20-0717**

No item moving forward.

The Chairman recessed the meeting at 10:19 a.m. The meeting reconvened at 10:26 a.m.

I PLANNING AND ZONING

J COMMUNICATIONS/INFORMATION SYSTEMS (CIS)

- J1** GPS Insight Solution Monitoring Agreement **20-0715**

Moved to February 18, 2020, regular meeting, Consent Agenda.

K ARCHIVES AND HISTORY

K1 Aaron Media Services - Professional Services Agreement for Baldwin County Commission Documentaries **20-0707**

Moved to February 18, 2020, regular meeting, Consent Agenda.

K2 OnCell - Professional Services Agreement for the Baldwin County Historic Driving and Walking Tour App **20-0708**

Moved to February 18, 2020, regular meeting, Consent Agenda.

L BUILDING MAINTENANCE

M COUNCIL ON AGING

M1 Contract for Indigent Cremation/Burial Services **20-0688**

Brad Hicks, County Attorney, stated this contract was reviewed by a different attorney due to Mr. Hicks having a conflict.

Moved to February 18, 2020, regular meeting, Consent Agenda.

N EMERGENCY MANAGEMENT AGENCY (EMA)

N1 Memorandum of Understanding between the Department of Human Resources and Baldwin County Commission - Medical Needs Shelter at Baldwin County Coliseum **20-0600**

Moved to February 18, 2020, regular meeting, Consent Agenda.

N2 2020 Baldwin County Preparedness and Recovery Expo Promotional Items **20-0720**

Moved to February 18, 2020, regular meeting, Consent Agenda.

O JUVENILE DETENTION

P PERSONNEL

P1 Board of Registrars - Position Changes **20-0728**

Moved to February 18, 2020, regular meeting, Consent Agenda.

P2 Building Inspection Department - Creation of Positions **20-0729**

The Commission and staff discussed the funding for the positions.

Motion by Commissioner Ball to make a budget amendment.

Moved to February 18, 2020, regular meeting, Consent Agenda.

Eddie Harper, Building Official to begin advertising for the public hearing as soon as possible regarding the increase of building permit fees.

P3 Communications/Information Systems Department - Position Changes 20-0730

Moved to February 18, 2020, regular meeting, Consent Agenda.

P4 Finance and Accounting Department- Position Changes 20-0727

Moved to February 18, 2020, regular meeting, Consent Agenda.

P5 Solid Waste Department - Position Change 20-0731

Moved to February 18, 2020, regular meeting, Consent Agenda.

Q ANIMAL CONTROL

R ADMINISTRATION

R1 Baldwin County Commission District No. 2 Planning (Zoning) District Board of Adjustment (Greater Eastern Shore Baldwin County Area) - Board Appointment(s) 20-0493

Moved to February 18, 2020, regular meeting, Consent Agenda.

R2 DSD Services Group, LLC - Consulting in the Form of Specialized Professional Services Contract 20-0527

Moved to February 18, 2020, regular meeting, Consent Agenda.

R3 Request for the Use of the Baldwin County Central Annex Auditorium for Baldwin County Veterans Court Graduation 20-0466

Moved to February 18, 2020, regular meeting, Consent Agenda.

R4 Space Allocation in County Facilities - Allocation of Space at the Baldwin County Courthouse in Bay Minette, Alabama - Correction to Resolution #2020-057 20-0732

Moved to February 18, 2020, regular meeting, Consent Agenda.

R5 U.S. Census Bureau 2020 Initial Boundary Validation Program 20-0716

Moved to February 18, 2020, regular meeting, Consent Agenda.

R6 Economic and Workforce Development Partnership with Airbus 20-0741

Lee Lawson, CEO/President of the Baldwin County Economic Development Alliance

addressed the Commission regarding the economic and workforce development agreement with Airbus.

Moved to February 18, 2020, regular meeting, Presentations.

S ADDENDA

S1 Baldwin County Strategic Plan Retreat 2020 Cost Approval

Moved to February 18, 2020, regular meeting, Consent Agenda

T PUBLIC COMMENT

None.

U PRESS QUESTIONS

None.

V COMMISSIONER COMMENTS

None.

W ADJOURNMENT

Motion by Commissioner Ball, seconded by Commissioner Davis, in accordance with Code of Alabama Section 36-25A-7, adjourn into an executive session at 10:51 a.m. to:

To discuss with their attorney the legal ramifications of and legal options for pending litigation, controversies not yet being litigated but imminently likely to be litigated or imminently likely to be litigated if the governmental body pursues a proposed course of action.

To discuss the consideration the governmental body is willing to offer or accept when considering the purchase, sale, exchange, lease, or market value of real property.

After the motion and before the vote, Mr. Hicks said he is an attorney licensed to practice law in the State of Alabama and the planned discussion complies with the reasons stated for the executive session.

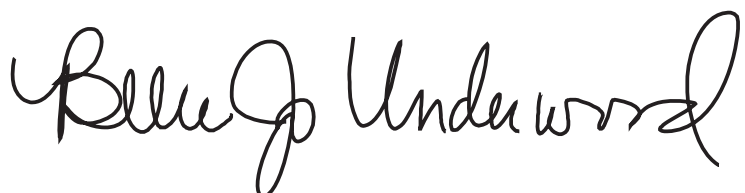
The motion passed by the following vote:

Aye: 4 - James E. Ball, Joe Davis III, Billie Jo Underwood, and Charles F. Gruber

Nay: 0

Absent: 0

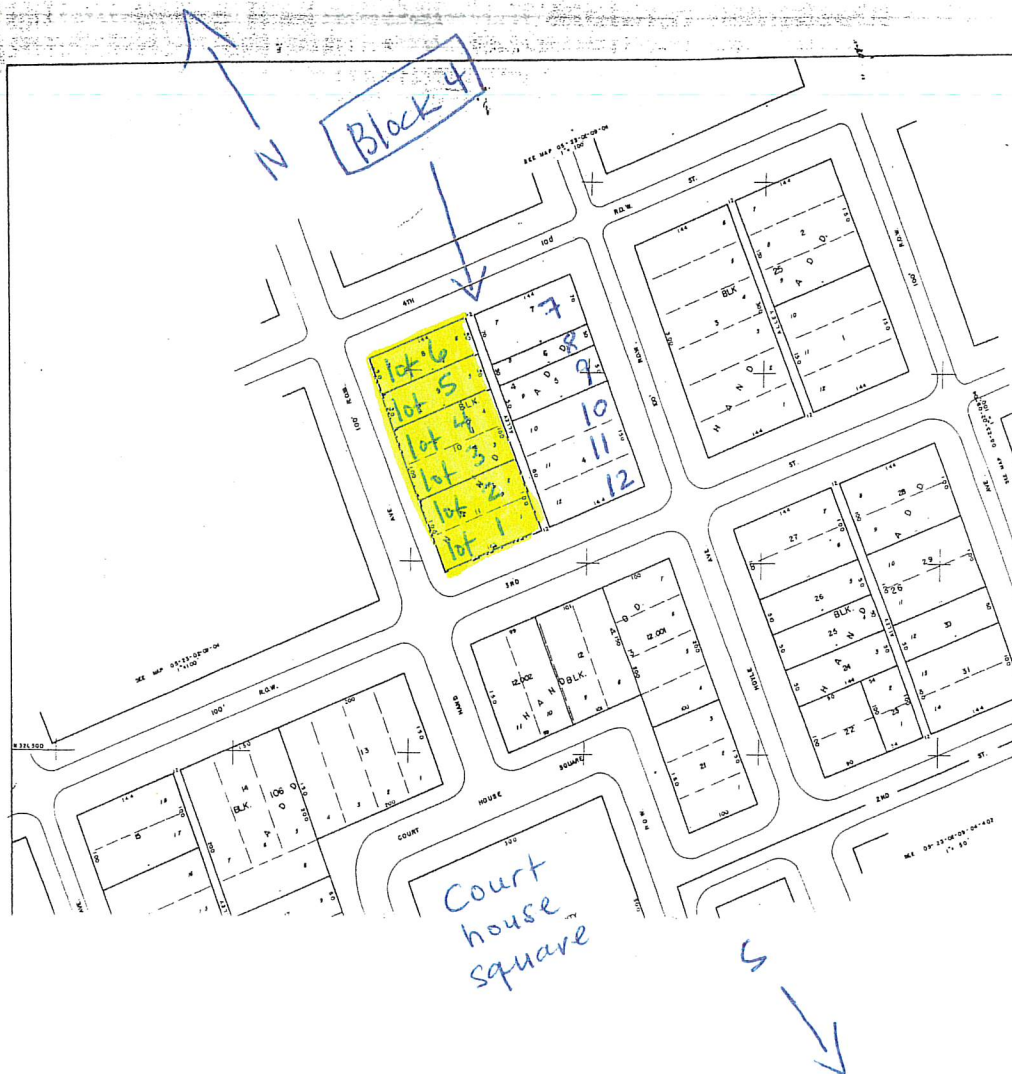
Abstain: 0

A handwritten signature in black ink that reads "Billie Jo Underwood". The signature is written in a cursive, flowing style.

Handout from
Ron CMK

B8

2/11/2020
BCC WKS



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 **Baldwin County Sewer Service, LLC, C/O Richie Barnett** ("Licensee"), with an address at **14747 Underwood Road Summerdale, AL 36580**.

WITNESSETH:

WHEREAS, Licensor is the owner of the real property described as **Right-of-Way off of Keller Road** 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 **installing a 2-inch sewer force main on the South side of Keller Road right-of-way from the intersection of Keller Road and Riverwood Drive, westward approximately 485 LF. A 1.5-inch service will also be installed at 18695 Keller Road. (The Baldwin County Utility Permit Guidelines shall be utilized in pursuit of the attached Utility Permit #20028-S. Any damage to private property or County right-of-way shall be repaired to the previous state or improved as required by Baldwin County. Appropriate erosion and sediment control practices shall be utilized and no clearing shall take place.)**; 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, **Baldwin County Sewer Service, LLC**, a revocable, non-exclusive and temporary license (the "License") to enter upon the Property as is reasonably required to **install a 2-inch sewer force main**. 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 **right-of-way off of Keller Road** 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 **August 31, 2020**. 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 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 Licensors and its Commissioners, affiliates, employees, agents, representatives, contractors, subcontractors, licensee and invitees (collectively, "Licensor Representatives") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by or imposed upon Licensor or any Licensor Representative, as a result of any entry upon or activity conducted by Licensee or any Licensee Representative, or any act or omission by Licensee or any Licensee Representative, 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 Licenser 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 _____, 2020.

Notary Public

My Commission Expires: _____

LICENSOR:

ATTEST:

BALDWIN COUNTY, ALABAMA

_____/_____
Wayne Dyess /Date
County Administrator

_____/_____
Billie Jo Underwood /Date
Chairman

State of Alabama)
County of Baldwin)

I, _____, a Notary Public in and for said County, in said State, hereby certify that Billie Jo Underwood and Wayne Dyess, as Chairman and County Administrator, 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 _____, 2020.

Notary Public

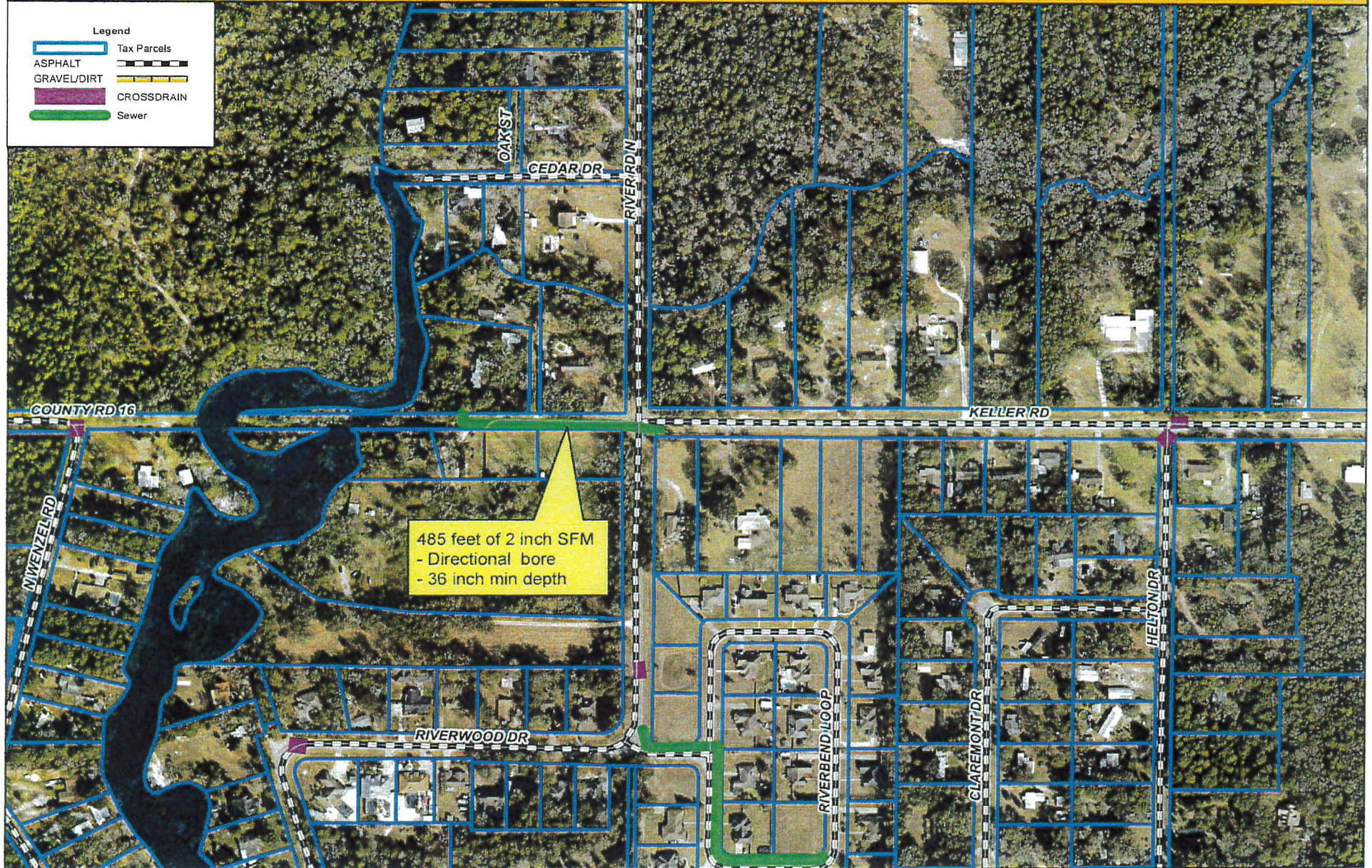
My Commission Expires: _____



Permit # 20028-S BCSS Site Map

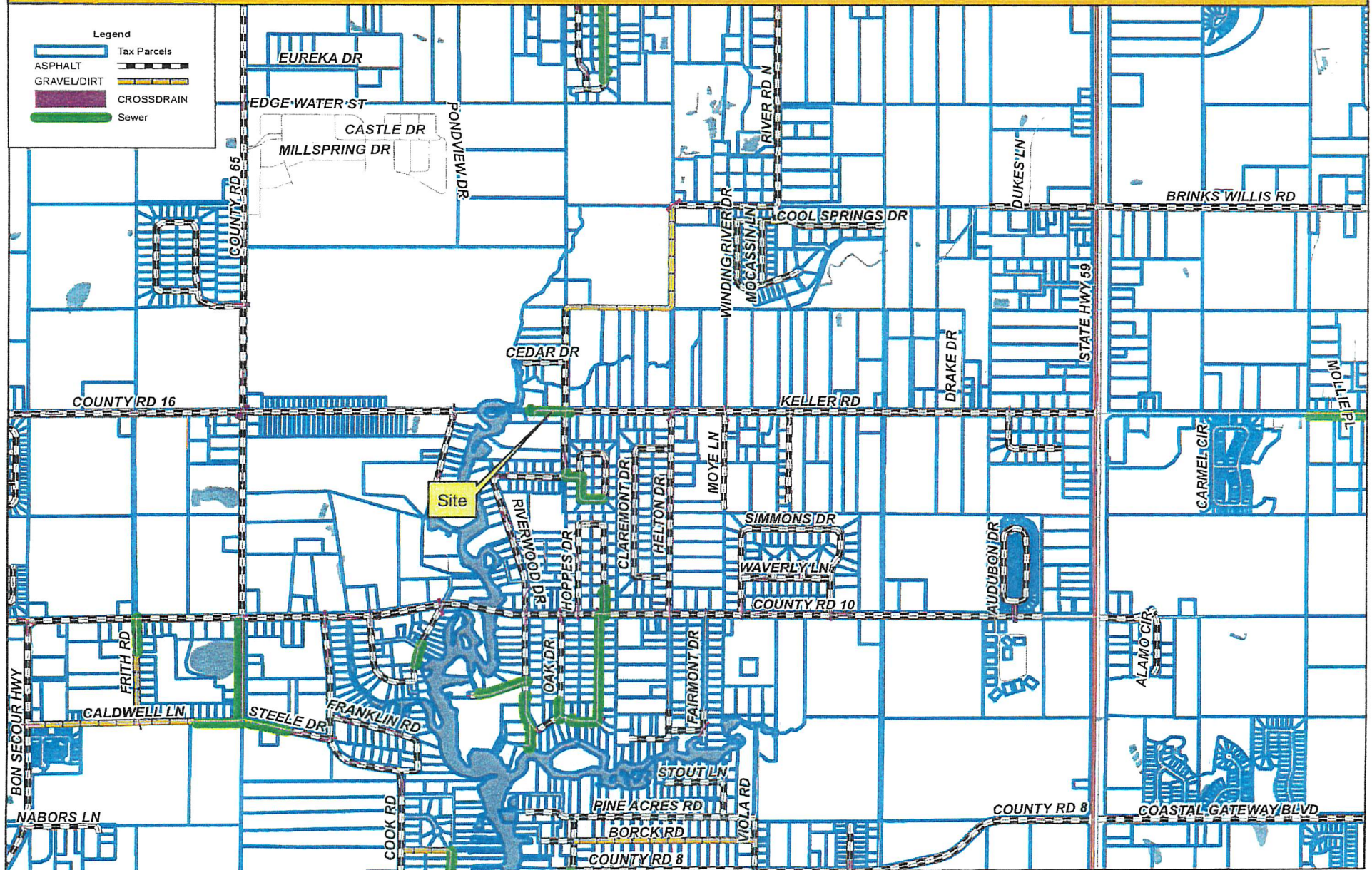


- Legend
- Tax Parcels
 - ASPHALT
 - GRAVEL/DIRT
 - CROSSDRAIN
 - Sewer





Permit # 20028-S BCSS Vicinity Map



Baldwin County Highway Department

Permit No.	<i>20028-5</i>
District	<i>4</i>
Township	
Range/Section	
Type	<i>Sewer</i>

**PERMIT -FOR THE ACCOMODATION OF UTILITY FACILITIES AND
RELOCATION REQUIREMENTS ON PUBLIC-RIGHTS-OF-WAY**

KNOW ALL MEN BY THESE PRESENTS, THIS AGREEMENT (hereinafter referred to as "Agreement"), entered into this the _____ day of _____, by and between Baldwin County acting through its authorized agents of the Baldwin County Highway Department (hereinafter referred to as "COUNTY") AND **Baldwin County Sewer Service**, (hereinafter referred to as the "UTILITY").

WITNESSETH

WHEREAS, the County proposes certain highway improvements and/or Utility desires to have its facilities accommodated on a public right-of-way in Baldwin County, Alabama, and;

WHEREAS, the project subject hereto and contained herein is hereby described, designated and/or entitled as **Keller Rd. 2" SFM Extension. Installing a 2" HDPE SFM on the South side of Keller Rd. from the intersection of Keller Rd. and Riverwood Dr., westward approximately 485LF to 18695 Keller Rd. A 1.5" HDPE service will also be installed at 18695 Keller Rd.**

WHEREAS, the County has granted to the Utility the right to locate its facilities across or along the public highways, and hereby grants to Utility, approval to cross or locate its facilities on the public right-of-way at the location and in the manner as shown on the attached plans and specifications:

NOW THEREFORE, be it agreed as follows

STANDARD UTILITY PERMIT APPLICATION

ARTICLE I County Engineer Authority and Least Possible Interference

The Utility agrees to install its facilities on the public right-of-way, as shown by the plans and specifications attached hereto and made a part hereof as Attachment/Exhibit A and/or in accordance with the requirements of County, so as to occasion the least possible interference with the progress of County projects where such installation is within the bounds of an active highway project.

ARTICLE II County Standards

Utility agrees to conform to the provisions of the current County Standards, as interpreted by the County Engineer, for the Accommodations of Utilities on a public Right-of-way. It is further agreed that the applicable provisions of the laws of the State of Alabama and Baldwin County, Alabama shall govern and be controlling and binding over the provisions of the Agreement.

ARTICLE III Non -Assignability

With exception to financing agreements, mortgages, security agreements, or other security interests in the facilities permitted hereby, the parties hereto shall not, without the express written consent of each and every other party hereto, assign, sell, transfer or otherwise any interest, rights or obligations provided or contained herein in whole or in part at any time,

ARTICLE IV Warranties, Representations and Certifications

The execution and delivery of this Agreement have been duly authorized by all necessary actions of County and Utility, and such actions are in compliance with all public bidding and other State and federal laws applicable.

This Agreement has been duly executed and delivered by, and constitutes the valid and binding obligation of, all parties and enforceable against them in accordance with the respective terms contained herein.

The execution, delivery and performance of this Agreement shall not violate any State, federal, local law, ordinance, order, writ, injunction, decree, or regulation of any court, or conflict with any other obligation of the parties hereto.

Utility shall provide to County, and to the satisfaction of the County Engineer, written proof of compliance with applicable ADEM requirements including a Receipt of Registration from ADEM for Phase II Storm water Permitting Requirements if applicable.

STANDARD UTILITY PERMIT APPLICATION

If registration of the project with ADEM is not required, under current storm water Permitting Regulations as determined by the Utility, then it shall be a County requirement that Utility must provide a "written certification of review and understanding" of those same requirements to County as part of this Permit Application.

Notwithstanding the above, Utility shall comply with all applicable environmental laws, regulations and permitting requirements.

ARTICLE V Term and Binding Effect

This Agreement and contract will, upon County approval and execution:

1. continue in effect until amended, altered to that effect, or otherwise changed by all parties hereto and as required herein, and;
2. Not extend or be enforceable past a maximum of 36 months in duration or shorter time agreed upon by parties as noted herein within Article XXII.

Utility shall remain in compliance for the duration of the terms as listed within this permit to include but not limited to a one year period after the completion of construction as determined by County, and;

3. Be binding upon and shall inure to the benefit of the County, Utility and their respective agents and successors.

ARTICLE VI Exhibits and Attachments

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

- A. Plans and Specifications, Cross Section, Vicinity Map
- B. ADEM compliance certifications or written Certification of Review & Understanding of ADEM regulations as required by ARTICLE IV herein
- C. Letter from applicable Wastewater Treatment Facility confirming knowledge of Utility installation and ability to treat the waste (Sewer Permits only)
- D. Certificate of Insurance (Baldwin County Commission as "Certificate Holder" *only*)
- E. Construction Schedule
- F. _____

STANDARD UTILITY PERMIT APPLICATION

County and Utility Company jointly shall cause such items as listed above to contain dates, signatures of the parties with authorization to make such signatures, and sufficient marks and references back to this Agreement noting their inclusion and attachment hereto.

ARTICLE VII Plans

All permits shall include a plan view of the entire utility installation depicting the linear position of the utility along the roadway and the horizontal position of the utility measured to the edge of the roadway. These plans shall also show all roadway crossings as well as the proposed location of any appurtenances such as fire hydrants, pressure relief valves, pedestals, lift stations, etc. The plans shall also include a typical cross section showing the roadway and position of the proposed utility relating to its horizontal and vertical position.

ARTICLE VIII Entire Agreement

This agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous writings, understandings, sketches, drawings, plans, agreements, representations whatsoever whether express or implied.

ARTICLE IX Severability

In the event that any provision of this Agreement shall be held invalid or unenforceable by a recognized authority or any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision contained herein.

ARTICLE X. Bond Requirements

The Utility agrees to file with the Baldwin County Highway Department a certified check or bond in the amount of \$ NA made payable to the Baldwin County Highway Department to guarantee the faithful and complete performance of provisions of this Agreement and to guarantee that Utility will maintain this work suitable to the Baldwin County Highway Department for a period of one year.

At the end of one year, from the completion of this work, the Baldwin County Highway Department may:

1. If the work is determined to be satisfactory by County, return the bond or certified check to the remitter, or;
2. If the work is determined to be unsatisfactory, apply the bond or certified check to the cost of repairing the right-of-way with County forces, and;
3. The County has the authority to determine if a bond is required, depending upon the circumstances of the permit.

STANDARD UTILITY PERMIT APPLICATION

ARTICLE XI. Bond Amounts and Reservations

The following are the values for the bond amounts for the following facilities:

A. Buried Cable

- | | |
|----------------------------|------------------|
| 1. Crossing | \$5,000 |
| 2. Parallel, Trench | \$5,000 per mile |
| 3. Parallel, Direct Burial | \$2,000 per mile |

B. High-pressure, gas pipelines

- | | |
|----------------------------------|-------------------|
| 1. Crossing highway | |
| I. 8-inch diameter and smaller | \$10,000 |
| II. 10 through 16-inch diameters | \$25,000 |
| III. Larger than 16 inches | \$50,000 |
| 2. Parallel to highway | |
| I. 8-inch diameter and smaller | \$5,000 per mile |
| II. 10 through 16-inch diameters | \$25,000 per mile |
| III. Larger than 16 inches | \$20,000 per mile |

C. Low-pressure water, sewer, and gas pipelines

- | | |
|------------------------|------------------|
| 1. Crossing highway | \$5,000 |
| 2. Parallel to highway | \$5,000 per mile |

D. For unpaved roadway - above amounts may be reduced by as much as 75% at the discretion of the County

E. The County reserves the right to increase or decrease the bond requirement to coincide with local conditions and work history of the constructing entity.

ARTICLE XII Required Relocation of Facilities

As a condition for permission to install its facilities upon County right-of-ways, Utility agrees to relocate said facilities at Utilities said expense with no obligations imposed upon County financially or otherwise in the event such future relocation is required by County due to upgrading or reconstruction of the road upon which the facilities are located. Utility further agrees to relocate said facilities within 60 days or as determined by County, if such relocation is required.

ARTICLE XIII Exclusions, Liabilities, and Damages

County, in approving this application, does not in any way assume responsibility for the maintenance of this facility and projects subject hereto. County shall not be responsible for any claims for damage done to existing private property, public utilities or the traveling public caused by Utility, its agents, servants or employees or caused by the facility itself.

STANDARD UTILITY PERMIT APPLICATION

Utility, for the benefits received herein and hereby acknowledged by Utility, agrees to release, indemnify and hold harmless County for any and all deficiencies, court orders, citations, violations, consent orders, fines, or other enforcement actions for refusals or work conducted by the Utility and/or their agents and assigns, all relating to work either resulting from, or specifically relating to the work on County right-of-ways as herein described or otherwise performed with or without authorization.

County shall be reimbursed or otherwise indemnified from Utility all costs for damages, repairs, fines incurred as a result of any action and/or inaction that would cause County to finish, correct, alleviate, or work on a project/task deemed by County to be the responsibility of Utility. Reimbursement shall come from the Utility in the form of direct payment based on the expenses incurred by the County or through the redeeming of the Bond held by the County in the name of the Utility for said Project.

ARTICLE XIV Plans on Site

The Utility owner agrees to have an accurate copy of the approved agreement and plans on the job site at all times while said work is being performed.

ARTICLE XV Responsibility for Traffic Control Devices

Traffic control devices will be installed and maintained in accordance with the Manual on Uniform Traffic Control Devices, latest edition, which is hereby made a part hereof by reference and will be conformed to as the provision thereof, are applicable to such work or otherwise deemed necessary by County.

ARTICLE XVI Markings and Decals

Utility Company must mark ped or pole with de-cal showing:

A. Name of company, nature of utility (water, sewer, gas, cable TV, etc.), and;

13. A telephone number where utility company can be reached by phone, and;

C. The distance from ped or pole to existing buried line, and;

D. This applies to existing ped, pole and line, as well as new lines.

ARTICLE XVII. Implementation of Work

Utility must begin work (to the satisfaction of County) on the project no later than 90 days from dated issue of permit, or in the alternative, notify County utilities inspector in writing for consideration of a discretionary extension for good cause.

STANDARD UTILITY PERMIT APPLICATION

ARTICLE XVIII. Site Restoration

All disturbed areas must be returned to as close to normal as possible to include but not limited to re-seeding with grass seeds, sod, etc. unless the utility is buried inside a dirt road that is a travel way; however, Utility should always maintain site so as to prevent erosion or otherwise comply with environmental standards. Post-construction drainage, flow direction and volume should be the same as pre-construction drainage, flow direction and volume.

ARTICLE XIX Non- Waiver

The waiver of any breach of this agreement by County shall not constitute a continuing waiver or a waiver of any subsequent breach, either of the same or another provision of this contract. The delay or Omission by County to exercise any right or power provided by this agreement shall not constitute a waiver of such right or power, or acquiescence in any action or inaction on the part of Utility. Any breach on the part of Utility shall be construed a continuing breach, and County may exercise every right and power under the Agreement at any time during the action or inaction or upon the occurrence of any subsequent breach.

ARTICLE XX Mandatory Time of Contact

Utility agrees to place calls, for construction, to County at least 24 hours prior to construction and upon completion.

ARTICLE XXI Non-Endorsement

County, in no way, is deemed to have approved, provided, given, or allowed to be given any authorization, endorsement, approval, or consent of the business practices, actions or behavior of the Utility. This permit governs and creates an understanding as to the issues herein outlined, or otherwise controls the placement of facilities within the County right-of-way by Utility. Any perceived endorsement, authorization or approval, given hereby, verbally or otherwise, for other business practices or behavior of the Utility or its agents, without a properly-authorized and written verification thereof, is to be considered hereby withdrawn. This permit, and/or the procedures approving the same, is no way to be considered as a substitute for any regulations, procedure or other requirement of County. It is the sole responsibility of the Applicant hereto to comply or to ensure their own compliance with any local, State, or Federal law or regulation.

ARTICLE XXII Additionally Agreed Upon Provisions (if any)

STANDARD UTILITY PERMIT APPLICATION

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers.

APPROVED BY:

Authorized Representative Date
Baldwin County Highway Department

Permit Manager Date
Baldwin County Highway Department

County Engineer Date
Baldwin County Highway Department

BALDWIN COUNTY HIGHWAY DEPARTMENT
UTILITY PERMITS

PO Box 220

Silverhill, AL 36576

251-972-6831, phone

251-972-6832, fax

APPLICANT: 

BY

SIGNATURE 

TYPED OR PRINTED NAME

Operations Manager
TITLE

BCSS
UTILITY COMPANY (IF APPLICABLE)

ADDRESS:

14747 Underwood Rd.

Summerdale, AL 36580

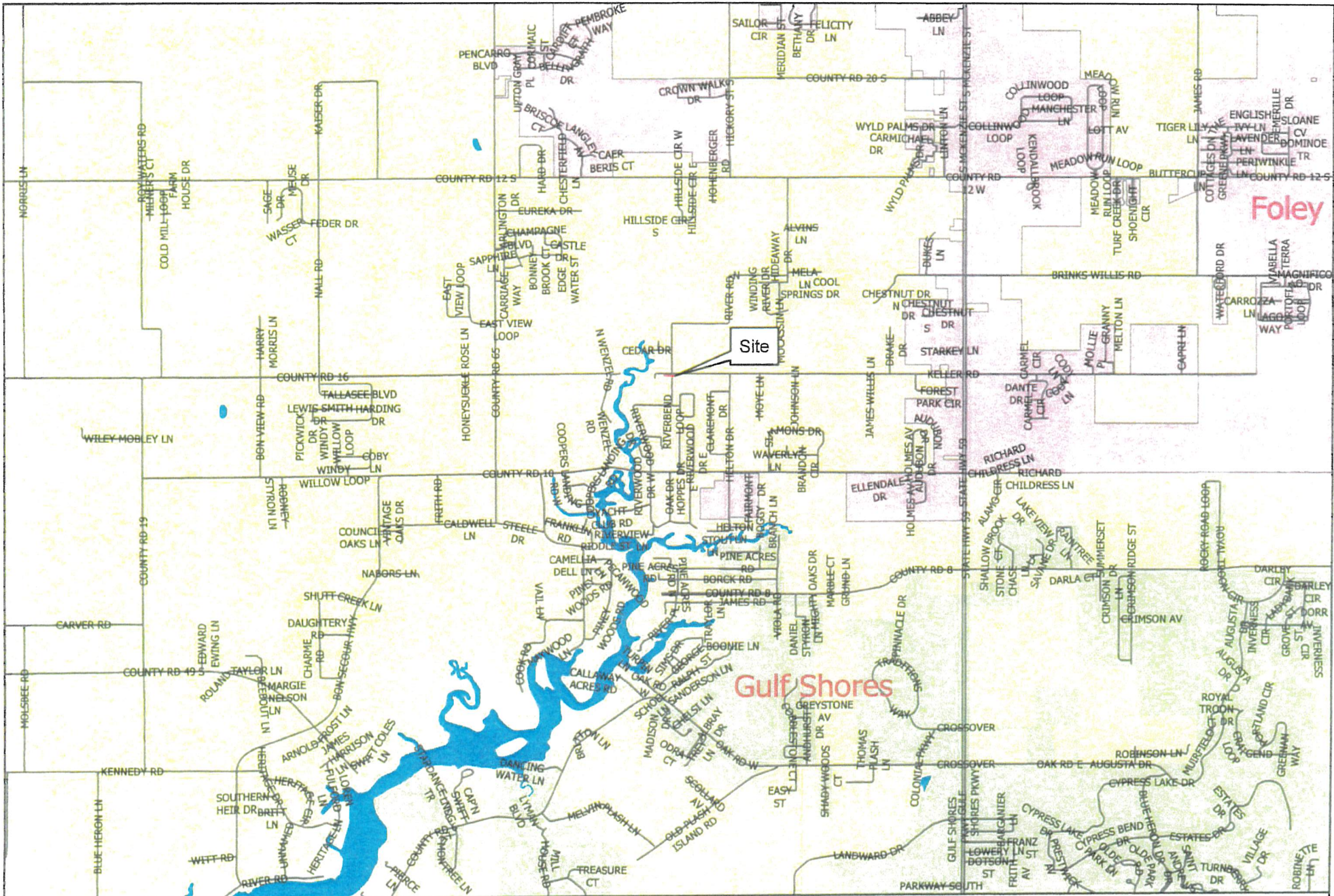
251-971-3022

PHONE NUMBER

I, Deborah K. Hardwick, a Notary Public in and for said County, in said State, hereby certify that Richie Barnett, an individual whose name as a duly authorized representative for Utility is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Utility.

Given under my hand and official seal, this the 28th day of January, 2020

Deborah K. Hardwick, Notary Public



Keller Rd.
Vicinity Map

0 0.25 0.5 1 Miles

Sewer-
Water-
Gas-
Communications-

Proposed
1.5" HDPE Service
18695 Keller Rd.

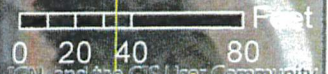
Proposed
4" X 2"
Tapping Saddle

Proposed
2" Cap
EOL

Proposed
2" X 1.5"
Tapping Saddle

Proposed
485LF 2" HDPE SFM
3' from back of ROW
(To be bored)

BCSS
Existing 4" SFM
10' from EOP



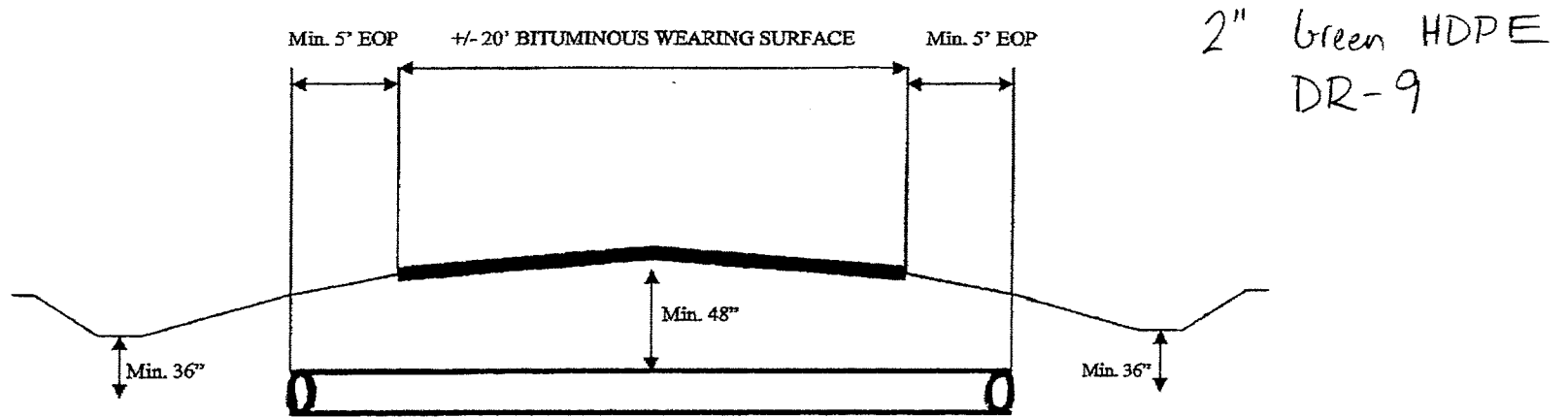
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

- Notes:
- ROW=40'
 - Min. Bury 36"
 - Site to be stabilized
 - Power is overhead

Keller Rd. 2" SFM Extension



Typical Bore Detail



Bore detail for Riverwood Dr.
(County Road name)

January 28, 2020

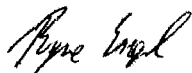
Baldwin County Highway Department
Permit Division
Central Annex II
22070 HWY 59
Robertsdale, AL 36567

RE: Keller Rd. 2" SFM Extension

Dear Officials,

We have reviewed and understand the Alabama Department of Environmental Management's NPDES storm water permitting regulations. We hereby certify that the referenced project does not warrant registration.

Sincerely,

A handwritten signature in black ink, appearing to read "Ryne Engel".

Ryne Engel
BCSS
Project Supervisor

January 28, 2020

Baldwin County Highway Department
Permit Division
Central Annex II
22070 State HWY 59
Robertsdale, AL 36567

Re: Keller Rd. 2" SFM Extension

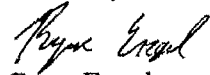
Dear Officials,

Baldwin County Sewer Service LLC is aware of the installation of a 2" SFM along the South side of Keller Rd. to service residents within the area. This project will connect to an existing sewer line currently maintained by Baldwin County Sewer Service, LLC and the sewage conveyed will be treated at the permitted Wastewater Treatment Facility located at 16763 SR-180; Gulf Shores, AL 36542. This facility has the capacity and capabilities to treat the additional sewage.

Baldwin County Sewer Service, LLC will accept this line for maintenance upon completion of utility installation.

If you have any questions or would like to review this matter further please contact our office at (251)971-3022

Sincerely,



Ryne Engel
BCSS
Project Supervisor



BALDCOU-02

MMCKERCHIE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/17/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 231432 Hub International Gulf South 1141 Montlmar Drive, Suite 2500 Mobile, AL 36609	CONTACT Gidget Tarver NAME: PHONE (A/C, No, Ext): (251) 602-9510 FAX (A/C, No): E-MAIL: gidget.tarver@hubinternational.com ADDRESS:														
INSURED Baldwin County Sewer Service, LLC P.O. Box 1628 Foley, AL 36536	<table border="1"> <thead> <tr> <th data-bbox="803 493 1364 525">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1364 493 1500 525">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="803 525 1364 556">INSURER A: Cincinnati Insurance Company</td> <td data-bbox="1364 525 1500 556">10677</td> </tr> <tr> <td data-bbox="803 556 1364 588">INSURER B: Cincinnati Casualty</td> <td data-bbox="1364 556 1500 588">28665</td> </tr> <tr> <td data-bbox="803 588 1364 619">INSURER C: Navigators Specialty Insurance Company</td> <td data-bbox="1364 588 1500 619">36056</td> </tr> <tr> <td data-bbox="803 619 1364 651">INSURER D:</td> <td data-bbox="1364 619 1500 651"></td> </tr> <tr> <td data-bbox="803 651 1364 682">INSURER E:</td> <td data-bbox="1364 651 1500 682"></td> </tr> <tr> <td data-bbox="803 682 1364 695">INSURER F:</td> <td data-bbox="1364 682 1500 695"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Cincinnati Insurance Company	10677	INSURER B: Cincinnati Casualty	28665	INSURER C: Navigators Specialty Insurance Company	36056	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

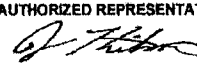
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:				9/27/2017	9/27/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY				9/27/2019	9/27/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$				9/27/2017	9/27/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Excess Umbrella				9/27/2019	9/27/2020	\$ 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Baldwin County Hwy Dept. Att: Vince Raymer P. O. Box 220 Silverhill, AL 36576	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

January 28, 2020

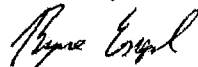
Baldwin County Highway Department
Permit Division
Central Annex II
22070 State HWY 59
Robertsdale, AL 36567

Re: Keller Rd. 2" SFM Extension

Dear Officials,

Baldwin County Sewer Service, LLC respectfully requests a right of way permit for a SFM installation in accordance with the following permit application. Construction should begin upon approval of the right of way permit, and should last 2 days after work has begun. If you have any questions, please do not hesitate to call. Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Ryne Engel".

Ryne Engel
BCSS
Project Supervisor