

# Baldwin County Commission



## Work Session Meeting Agenda

**Monday, June 14, 2021**

**8:30 AM**

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

## Regular Meeting Agenda

**Tuesday, June 15, 2021**

**8:30 AM**

Baldwin County Administration Building  
County Commission Chambers  
322 Courthouse Square  
Bay Minette, Alabama 36507

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

Wayne A. Dyess, County Administrator

Public hearings commence at 8:30 AM.

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

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

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

Dist. 1 - jeb.ball@baldwincountyal.com  
Dist. 2 - joe.davis@baldwincountyal.gov  
Dist. 3 - bunderwood@baldwincountyal.gov  
Dist. 4 - cgruber@baldwincountyal.gov

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

### **A ADOPTION OF MINUTES**

June 1, 2021, Regular Meeting

### **B ACTION ITEMS**

#### **BA ADMINISTRATION**

**BA1** Alabama Department of Senior Services/Senior Community Service Employment Program Host Agency Agreement [21-0944](#)

**BA2** Resolution #2021-086 of the Baldwin County Commission - September 21, 2021, Special School Tax Election Regarding the Adoption, Levy, Assessment and Collection of a Special Three (3) Mill Ad Valorem Tax in the District 5 (Am. 382) School Tax District in Baldwin County (Robertsdale, Silverhill, Loxley), Alabama [21-0965](#)

**BA3** Revision of County Take Home Vehicle List - June 2021 [21-0943](#)

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

**BC1** Gulf Coast Resource Conservation and Development Grant for Historic Sites in Baldwin County for Educational Outreach and Economic Development and Tourism [21-0939](#)

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

- 
- BD1** Submission of Fiscal Year 2022 Section 5311 Rural Public Transportation Grant and 5311 CARES Rural Public Transportation Grant Application [21-0963](#)
- BE BUDGET/PURCHASING**
- BE1** Competitive Bid #WG21-26 - Plumbing System Upgrades in the Baldwin County Courthouse Located in Bay Minette, Alabama, for the Baldwin County Commission [21-0926](#)
- BE2** Competitive Bid #WG21-28 - Provision of Regular Unleaded Gasoline and No. 2 Diesel Fuel for the Baldwin County Commission [21-0949](#)
- BE3** Competitive Bid #WG21-29 - Provision of Aftermarket Heavy Duty Truck Parts for the Baldwin County Commission [21-0934](#)
- BE4** Competitive Bid #WG21-30 - Provision of Finished Road Signs for the Baldwin County Commission [21-0924](#)
- BE5** Competitive Bid #WG21-36 - Provision of HVAC Chiller Annual Preventative Maintenance Services for the Baldwin County Commission [21-0942](#)
- BE6** Final Design of the Baldwin County Magnolia Landfill Wash Bay Expansion Located in Summerdale, Alabama, for the Baldwin County Commission [21-0928](#)
- BE7** Request for Qualifications (RFQ) for Engineering/Environmental/Design Services for a New Pedestrian Bridge Connecting Bicentennial Park and Live Oak Landing [21-0932](#)
- BM FINANCE AND ACCOUNTING**
- BM1** Allocation of American Rescue Plan Act (ARPA) Funds [21-0950](#)
- BN HIGHWAY**
- BN1** Case No. S-17014 - Hidden Lakes, Phase II - Release Maintenance Bond [21-0947](#)
- BN2** Eastern Shore Metropolitan Planning Organization - Resolution #2021-085 and Agreement for Administering U.S. Department of Transportation Financial Assistance for Transportation Planning [21-0960](#)
- BN3** License Agreement #21006 - Cedar Point - Right-of-Way [21-0933](#)
- BN4** Memorandum of Agreement Regarding the Administration of Federal Transit Administration 5307 Funds for the Pensacola, Florida-Alabama Urbanized Area [21-0914](#)
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**BQ PERSONNEL**

- BQ1** \*Building Inspection Department - Personnel and Position Changes [21-0951](#)
- BQ2** Communications and Information Systems Department - Title Change for Web Developer II Position [21-0952](#)
- BQ3** Highway Department (Construction Engineering) - Employment of One (1) Engineering Technician I Position [21-0953](#)
- BQ4** Highway Department (Pre-construction Engineering) - Personnel Changes [21-0954](#)
- BQ5** Juvenile Detention Center - Employment of Two (2) Detention Technician Positions [21-0956](#)
- BQ6** Personnel Department - Employment of One (1) Benefits Specialist Position [21-0957](#)
- BQ7** Solid Waste Department (MacBride Landfill) - Promotion of Employee into Landfill Equipment Operator III Position [21-0958](#)
- BQ8** Correction to Agenda Item BQ2 - May 18, 2021, Baldwin County Commission Regular Meeting [21-0948](#)
- BQ9** Personnel Department - Employee Handbook Changes [21-0955](#)

**BR PLANNING AND ZONING**

- BR1** Alabama Department of Conservation and Natural Resources - Letter in Support of Acquisition of Land along the Bon Secour River - National Coastal Wetlands Conservation Grant Program [21-0962](#)
- BR2** 2021-2026 Municipal Separate Storm Sewer Systems (MS4) Permit Renewal [21-0961](#)
- BR3** Text Amendments to Baldwin County Zoning Ordinance - Incorporation of Site Plan Approvals for Certain Developments [21-0964](#)

**C PRESENTATIONS**

**D PUBLIC HEARINGS**

**DA ADMINISTRATION**

- DA1** Case No. LV-202101 - Alcohol License Application for Lucky Dogg, LLC d/b/a Lillian's Front Porch [21-0871](#)

**DR PLANNING AND ZONING**

- DR1** \*Case No. S-21047 Blackwater Farms Subdivision - Appeal from the Baldwin County Planning and Zoning Commission Denial of Subdivision Development Permit [21-0936](#)

**E COMMITTEE REPORTS**

**EA FINANCE/ADMINISTRATION DIVISION**

- EA1** Payment of Bills [21-0941](#)
- EA2** Notification of Interim Payments Approved by Clerk/Treasurer as Allowed Under Policy 8.1 [21-0940](#)

**F DISCUSSION ITEMS**

**FB ANIMAL CONTROL**

- FB1** United States Department of Agriculture Wildlife Services - Discussion of Collecting Wildlife for Rabies Samples [21-0945](#)

**G COMMISSIONER REQUESTS**

**H ADDENDA**

**HA GENERAL**

- HA1** Real Estate Lease Agreement with Baldwin County E-911 Emergency Communication District for Old E-911 Building in Robertsdale, Alabama [21-0946](#)
- HA2** Tyler Technologies - Purchase of Asset Performance Module [21-0979](#)
- HA3** Request for the Use of Baldwin County Central Annex Parking Lot - City of Robertsdale's First Centennial Kick-off Celebration [21-0980](#)
- HA4** United States Department of Agriculture Wildlife Services - National Rabies Management Program [21-0983](#)

**I ADMINISTRATIVE 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 #:** 21-0944, **Version:** 1

**Item #:** BA1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/15/2021

**Item Status:** New

**From:** Wayne Dyess, County Administrator

**Submitted by:** Keri Green, Commission Executive Assistant

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### **ITEM TITLE**

Alabama Department of Senior Services/Senior Community Service Employment Program Host Agency Agreement

### **STAFF RECOMMENDATION**

Approve and authorize the Chairman to execute the Alabama Department of Senior Services (ADSS), Senior Community Service Employment Program (SCSEP) Host Agency Agreement between the Baldwin County Commission and South Alabama Regional Planning Commission (SARPC) for the provision of two Information Attendant (IA) positions to the Baldwin County Commission. The Commission's contribution for the program will be \$1,150.00 per Senior Aide per contract year. The term of this agreement shall commence on July 1, 2021, and shall terminate on June 30, 2022.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** January 7, 2020 - original Agreement approved

**Background:** The Senior Community Service Employment Program (SCSEP) provides training and experience for older workers. SCSEP pays wages and places qualified seniors in positions with government or non-profit agencies.

The Alabama Department of Senior Services/Senior Community Service Employment Program Host Agency Agreement will provide two Information Attendant (IA) positions to the Baldwin County Commission. The IAs will play a key role as ambassadors and disseminators of information for Baldwin County.

One IA will be based in the lobby of the Fairhope Satellite Courthouse and one IA will be based in the lobby of Central Annex. Primarily the IA serves to welcome, greet, direct, and attend to visitors' basic inquiries related to the location and hours of offices in Baldwin County and provide information to the public about services.

SARPC asks host agencies to contribute \$1,150.00 per Senior Aide per contract year to be used as a

match for this Department of Labor grant through the SCSEP program. SARPC will send an invoice.

The current Agreement will terminate on June 30, 2021.

**FINANCIAL IMPACT**

**Total cost of recommendation:** \$1,150.00 per senior aide for a total of \$2,300.00.

**Budget line item(s) to be used:** 100.51992.51500 / 100.51994.51500

**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?**

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 - Send agreement for signatures.

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

Mail Agreement to:

Ms. Terri L. Pringle, Director  
Employment and Economic Development Services  
Post Office Box 1665  
Mobile, Alabama 36633

cc: Wayne Dyess, Keri Green, Michelle Howard

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



## ADSS SCSEP Host Agency Agreement

To comply with the requirements of the Alabama Department of Senior Services (ADSS), Senior Community Service Employment Program (SCSEP), operated under Title V of the Older Americans Act, this Agreement is voluntarily entered into by: **Baldwin County Commission** hereinafter referred to as the Host Agency, and **SOUTH ALABAMA REGIONAL PLANNING COMMISSION**, hereinafter referred to as the Sponsor Agency.

1. The Sponsor Agency agrees to recruit, enroll, and assign a participant to the Host Agency for the purpose of engaging in productive community service employment. The Sponsor Agency will provide to the Host Agency a detailed written training plan in the participant's Individual Employment Plan (IEP) and Community Service Assignment Description, which will include skills to be attained and timelines for achieving the goal. The Community Service Assignment Description must specify the nature of the assignment, the hours each participant will train, specific duties and tasks to be performed.

2. The Host Agency agrees to provide a safe work site for each participant, to provide adequate orientation and training necessary to perform assigned duties in accordance with a written community service assignment description from the Sponsor Agency, and, to the extent possible, to provide additional training as opportunities occur and to treat each participant as though they are a regular member of the Host Agency staff.

3. The Host Agency agrees to consider each participant for regular employment, either full-time or part-time, when vacancies occur in the Host Agency staff or when new positions are created but makes no assurance or guaranty of employment. The Host Agency will also recommend suitable training for unsubsidized placement of the participant.

4. The Host Agency understands that the length of time that a participant may remain in the same assignment will be determined in their IEP. The Host Agency understands that the Sponsor Agency may reassign any participant at any time that reassignment will increase the participant's opportunities for training or unsubsidized employment, or will otherwise serve the best interests of the participant.

5. The Host Agency agrees that no other national Title V project sponsor will be provided a community service assignment while this Agreement is in effect.

6. The Host Agency agrees to abide by the hours and work schedules mutually agreed to for each participant and to provide time sheets, periodic performance evaluations, and other documents which may reasonably be required. In addition, the Host Agency agrees and understands that each participant will be required to attend periodic SCSEP meetings during regular working hours.

7. The Host Agency agrees that the community service assignments for any participant are to be similar to "in demand" or "growth industries" private sector jobs, such as health care; child day care; education; or green jobs. However, these assignments not result in the displacement of currently employed workers; or in a reduction in non-overtime hours of work, wages, or benefits; will not impair any existing contract for service or result in the substitution of the wages of the participant for other funds in connection with work which otherwise would be performed; will not be a substitution for any existing federally assisted job; and will not be a position which is the same as or substantially the same as that occupied by any other person who is on lay-off or absent due to labor disputes. Further, the Host Agency agrees that it will not discriminate against a participant on the grounds of race, color, age, religion, sex, national origin, age, or disability.

8. Host Agency supervisor's meetings will be held annually to acquaint all concerned with the SCSEP goals and objectives. The Host Agency agrees to send a representative to a host agency supervisor's meeting. The Host Agency agrees to participate in the DOL Customer Satisfaction Survey if solicited.

9. The Host Agency agrees to provide documentation of any in-kind contributions. Further, it is understood by the Host Agency and the Sponsor Agency that any contribution, whether cash or in-kind, by the Host Agency is purely voluntary and is not a condition for the assignment of any participant.

10. The Host Agency certifies by this Agreement that it is a governmental agency or is a non-profit agency which is currently certified as a Section 501(c)(3) organization under the Internal Revenue Code. In addition, the Host Agency will provide its Federal Employer Identification Number (FEIN). Further, if the Host Agency is certified as a Section 501(c)(3) agency, a copy of that certification is attached or is on file with the Sponsor Agency and is still in effect. The Host Agency agrees to inform the Sponsor Agency immediately if the Section 501(c)(3) certification is revoked.

11. The Sponsor Agency hereby agrees to indemnify, defend and hold the Host Agency, its elected officials, officers, agents, and employees, harmless from and against any and all claims, costs, expenses, losses and liabilities, including reasonable attorneys' fees and expense suffered, paid or incurred by the Host Agency arising out of or by virtue of this Agreement, the participant's participation pursuant to this Agreement or the Host Agency's actions or omissions related to this Agreement, including any injury or damage to property or to person, including death; and those resulting from the Sponsor Agency's failure to pay any bills, invoices, costs, wages, taxes, or other charges owed by it to a participant or another. The foregoing indemnification

obligation shall not apply to any claims, liabilities or expenses arising from intentional acts or intentional misrepresentations of the Host Agency. These indemnification obligations shall survive the expiration of or termination of this Agreement.

12. The Sponsor Agency agrees to be responsible for all administrative and fiscal controls of the SCSEP and for paying wages and providing fringe benefits to each participant. The Host Agency does not provide Workers' Compensation insurance for participants.

13. Miscellaneous.

a. Amendment. This Agreement may not be amended except upon written agreement between the parties.

b. Law, Venue and Jurisdiction. All the provisions of this Agreement shall be governed, construed by and administered in accordance with the laws of the State of Alabama. The parties agree that any legal action brought to enforce the terms of this Agreement shall be instituted and maintained only in the Circuit Court of Baldwin County, Alabama.

c. Severability. All the terms, provisions, and conditions of this Agreement shall be deemed to be severable in nature. If for any reason the provisions hereof are held to be invalid or unenforceable by a court of competent jurisdiction, then to the extent that such provisions are valid and enforceable, such court shall construe and interpret this Agreement to provide for maximum validity and enforceability.

This Agreement is in effect from **July 1, 2021 - June 30, 2022**

**Signed — Host Agency**

Host Agency: \_\_\_\_\_

Representative Name: \_\_\_\_\_

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

Host Agency Title: \_\_\_\_\_

Host Agency Supervisor: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Date: \_\_\_\_\_

**Signed— SCSEP SPONSOR AGENCY**

SCSEP Sponsor: SOUTH ALABAMA REGIONAL PLANNING COMMISSION

Representative Name: Terri L. Pringle

Representative Signature: *Terri Pringle* \_\_\_\_\_

Title: Director, Employment and Economic Development Services

Address: 110 Beauregard Street, Mobile, Alabama 36602  
P.O. Box 1665, Mobile, 36633

Phone: 251-652-0585 (office), 251-591-6506 (cell) Fax: 251-433-0148

Email: [tpringle@sarpc.org](mailto:tpringle@sarpc.org)

Date: 06/03/2021

## Definition of Host Agency Status

(Check one)

This host agency is a government agency. FEIN \_\_\_\_\_ (Required by USDOL).

This host agency is a certified non-profit agency under Section 501 (c)(3) of the United States Internal Revenue Code. FEIN \_\_\_\_\_ (Required by USDOL).

\_\_\_\_\_ 501 (c) (3) documentation is attached.

\_\_\_\_\_ 501(c) (3) documentation is already on file with the sponsor.



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0965, **Version:** 1

**Item #:** BA2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/15/2021

**Item Status:** New

**From:** Wayne Dyess, County Administrator

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

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### **ITEM TITLE**

Resolution #2021-086 of the Baldwin County Commission - September 21, 2021, Special School Tax Election Regarding the Adoption, Levy, Assessment and Collection of a Special Three (3) Mill Ad Valorem Tax in the District 5 (Am. 382) School Tax District in Baldwin County (Robertsdale, Silverhill, Loxley), Alabama

### **STAFF RECOMMENDATION**

Take the following actions:

1) Pursuant to a June 8, 2021, Baldwin County Board of Education resolution submitted to the Baldwin County Commission on June 9, 2021, adopt Resolution #2021-086 of the Baldwin County Commission which authorizes, among other things associated thereto, the submission of the question if a special ad valorem district school tax shall be levied and collected annually in District 5 (Am. 382) School Tax District in Baldwin County, Alabama, pursuant to Amendment No. 382 to the Constitution of Alabama of 1901, as amended, and in addition to all ad valorem taxes now or hereafter levied in the District, for public school purposes in the District at the uniform rate of thirty cents (\$0.30) on each one hundred dollars of taxable property in the District for a period of 8 years beginning with the levy for the tax year October 1, 2021, to September 30, 2022, (the tax for which year becoming due and payable on October 1, 2022) and ending with the levy for the tax year October 1, 2028, to September 30, 2029, (the tax for which year becoming due and payable on October 1, 2029).

Said matter shall be put to a vote of the qualified electors of District 5 (Am. 382) School Tax District in Baldwin County, Alabama at the special election to be held on September 21, 2021, with said tax proceeds used, less the cost of collection, exclusively for public school purposes.

2) Memorialize for the record, a Petition signed by 200+ qualified electors of Baldwin County, Alabama, which was filed and presented to the Baldwin County Commission, requesting that the Commission call and order an election to be held in said District 5 (Am. 382) School Tax District in Baldwin County, Alabama on the 21st day of September, 2021, to determine whether or not a special ad valorem district school tax shall be levied and collected annually in District 5 (Am. 382) School Tax District in Baldwin County, Alabama, for the support and furtherance of education within said district.

**BACKGROUND INFORMATION**

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

**Background:** The Baldwin County Board of Education (BOE) submitted, on June 9, 2021, a resolution to the Baldwin County Commission (Commission) adopted by BOE, at its June 8, 2021, BOE meeting, requesting the Commission to place the adoption, levy, assessment and collection of a Special Three (3) Mill Ad Valorem Tax in in the District 5 (Am. 382) School Tax District in Baldwin County (Robertsdale, Silverhill, Loxley), Alabama, on the ballot at a special election to be held on September 21, 2021, in District 5 (Am. 382) School Tax District in Baldwin County, Alabama.

In addition, the Board of Education has forwarded a petition signed by the requisite qualified electors in accordance with State law. The petition has been certified by the Baldwin County Board of Registrars.

After review of the aforesaid BOE resolution, the Commission shall consider said request and consider the adoption of the attached Baldwin County Commission Resolution #2021-086, which will, among other things associated thereto, submit the question of if a special three (3) mill ad valorem district school tax shall be levied and collected annually in District 5 (Am. 382) School Tax District in Baldwin County, Alabama, to a vote of the qualified electors of District 5 (Am. 382) School Tax District in Baldwin County, Alabama, at the Special Election on September 21, 2021, with tax proceeds used, less the cost of collection, exclusively by the Baldwin County Board of Education for public school purposes.

The election shall be held and canvassed in accordance with the provisions of Article 9 of Chapter 13, Title 16 of the Code of Alabama 1975 (Sections 16-13-180 to 16-13-199).

**FINANCIAL IMPACT**

**Total cost of recommendation:** Any costs to the County will be reimbursed by the Board of Education and/or municipality.

**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?**

Reviewed and approved by Brad Hicks, County Attorney (06/10/2021 kmr)

**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:** Correspondence and resolution delivered to:

The Honorable Harry D'Olive  
Office of Judge of Probate of  
Baldwin County  
Bay Minette, Alabama

cc:  
4BCC  
Sheriff Huey Hoss Mack  
Eddie Tyler, BOE Superintendent  
Wayne Dyess, County Administrator  
Ron Cink, Budget Director  
Cian Harrison, Clerk Treasurer  
Brad Hicks, County Attorney  
Scotty Lewis, BOE Attorney  
Jody Wise, Circuit Clerk  
Violetta Smith, Elections Coordinator  
Tammy Chance, Probate Office  
Teddy Faust, Revenue Commissioner

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

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

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

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**In the Matter of  
A Special 3 Mill Ad Valorem School District Tax  
in  
District 5 (Am. 382) School Tax District**

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The Baldwin County Commission, as governing body of Baldwin County, Alabama, met in regular public session at the Baldwin County Commission Administration Building in the City of Bay Minette, Alabama, at 8:30 a.m. on June 15, 2021.

The meeting was called to order by the Chairman, and the roll was called with the following results:

Present:       James E. Ball  
                  Joe Davis III  
                  Billie Jo Underwood  
                  Charles F. Gruber

Absent:

\* \* \*

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

\* \* \*

Thereupon, the following Resolution and Order was introduced in writing by the Chairman and considered by the Commission:

**A RESOLUTION #2021-086 AND ORDER OF THE BALDWIN COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA, IN THE MATTER OF THE REQUEST FOR A SPECIAL SCHOOL TAX ELECTION IN DISTRICT 5 (AM. 382) SCHOOL TAX DISTRICT IN BALDWIN COUNTY, ALABAMA**

BE IT HEREBY RESOLVED, ORDERED, ADJUDGED AND DECREED by the Baldwin County Commission of Baldwin County, Alabama, as follows:

**ARTICLE 1**

**Representations and Definitions**

The Baldwin County Commission finds and determines on the basis of evidence presented to and duly considered by it that:

(a) Pursuant to and in accordance with Amendment No. 382 of the Constitution of Alabama of 1901, as amended ("Amendment No. 382"), and Article 9 of Chapter 13 of Title 16 of the Code of Alabama 1975 ("Article 9"), a request in writing (the "Request") has been filed with and presented to the Baldwin County Commission of Baldwin County, Alabama, on June 8, 2021, signed by the County Board of Education of Baldwin County, Alabama, requesting that this Commission call and order an election to be held pursuant to Amendment No. 382 and Article 9 in District 5 (Am. 382) School Tax District ( the "District") in Baldwin County, Alabama, the boundaries of which are described in Article 1(b), on September 21, 2021, to determine whether a special ad valorem district school tax shall be levied and collected annually in the District, pursuant to Amendment No. 382 and in addition to all ad valorem taxes now or hereafter levied in the District, for public school purposes in the District at the uniform rate of thirty cents (\$0.30) on each one hundred dollars of taxable property in the District for a period of 8 years beginning with the levy for the tax year October 1, 2021 to September 30, 2022 (the tax for which year becoming due and payable on October 1, 2022) and ending with the levy for the tax year October 1, 2028 to September 30, 2029 (the tax for which year becoming due and payable on October 1, 2029);

(b) the area within the District includes areas within the corporate limits of the City of Robertsedale, Alabama, the Town of Silverhill, Alabama and the Town of Loxley, Alabama, and the areas outside such corporate limits which the County Board of Education of Baldwin County, Alabama, has determined is served by the public schools of said Board in said municipalities and such area, which area is more particularly described as follows:

Special Tax District 5 shall consist of all parcels of real property located in Baldwin County, Alabama within the following described area:

Beginning at a point at the Southeast corner of Section 17, Township 4 South, Range 3 East; thence South along the East lines of Section 20, Township 4 South, Range 3 East and Section 29, Township 4 South, Range 3 East to the Southeast corner of Section 29, Township 4 South, Range 3 East. Thence West along the South lines of Section 29, Township 4 South, Range 3 East and Section 30, Township 4 South, Range 3 East to the Southwest corner of Section 30, Township 4 South, Range 3 East. Thence South along the East lines of Section 36,

Township 4 South, Range 2 East, and Section 1, Township 5 South, Range 2 East to the Southeast corner of Section 1, Township 5 South, Range 2 East. Thence South along the East line of Parcel 05-43-01-12-0-000-001.000 to the Southeast corner of Parcel 05-43-01-12-0-000-001.000; thence West along the South line of Parcel 05-43-01-12-0-000-001.000 to the Northwest corner of Parcel 05-43-01-12-0-000-024.000. Thence South along the West lines of Parcels 05-43-01-12-0-000-024.000, 05-43-06-13-0-000-001.006, 05-42-04-18-0-000-003.000 to the South line of Parcel 05-42-04-18-0-000-003.000.

Thence generally Southeast crossing the right-of-way of County Road 64 to the Northwest corner of Parcel 05-42-04-19-0-000-002.000; thence South along the West lines of Parcels 05-42-04-19-0-000-002.000 and 05-42-04-19-0-000-001.000 to the Southwest corner of Parcel 05-42-04-19-0-000-001.000; thence East along the South line of Parcel 05-42-04-19-0-000-001.000 to the Northwest corner of Parcel 05-42-04-19-0-000-008.000; thence South along the West lines of Parcels 05-42-04-19-0-000-008.000, 05-42-09-30-0-000-001.001 and 05-42-09-30-0-000-006.000 to the Northwest corner of Parcel 05-42-09-30-0-000-006.003. Thence East along the North lines of parcels 05-42-09-30-0-000-006.003, 05-42-09-30-0-000-006.006, 05-42-09-30-0-000-006.001 and 05-42-09-30-0-000-006.002 to the Northeast corner of Parcel 05-42-09-30-0-000-006.002; thence South along the West line of Parcel 05-42-09-29-0-000-003.000 to the Southwest corner of Parcel 05-42-09-29-0-000-003.000; thence Southeast to the South line of Parcel 05-42-09-29-0-000-003.000; thence East along the South line of Parcel 05-42-09-29-0-000-003.000 to the Northwest corner of Parcel 05-42-09-32-0-000-003.000. Thence South along the West lines of Parcels 05-42-09-32-0-000-003.000, 05-42-09-32-0-000-012.000, 05-42-09-32-0-000-012.002, 05-42-09-32-0-000-012.003 and 05-42-09-32-0-000-012.001 to the Southwest corner of Parcel 05-42-09-32-0-000-012.001; thence South across the right-of way of County Road 54 to the Northwest corner of Parcel 05-42-09-32-0-000-021.000; thence South along the West lines of Parcels 05-42-09-32-0-000-021.000, 05-42-09-32-0-000-039.000, 05-42-09-32-0-000-040.000, 05-42-09-32-0-000-041.000, 05-47-03-05-0-000-006.000, 05-47-03-05-0-000-016.000, 05-47-03-05-0-000-018.000, 05-47-03-05-0-000-019.000, 05-47-03-05-0-000-019.001, 05-47-03-05-0-000-020.000, 05-47-03-05-0-000-020.001, 05-47-03-05-0-000-047.007, 05-47-03-05-0-000-047.029, 05-47-03-05-0-000-047.030, 05-47-03-05-0-000-047.008, 05-47-03-05-0-000-047.009, 05-47-03-05-0-000-047.010, 05-47-03-05-0-000-047.000, 05-47-03-05-0-000-047.026 and 05-47-03-05-0-000-047.011 to the Southwest corner of Parcel 05-47-03-05-0-000-047.011.

Thence South crossing the right-of-way of State Hwy 104 to the Northwest corner of Parcel 05-47-03-08-0-000-006.000; thence South along the West line of Parcel 05-47-03-08-0-000-006.000 to the Southwest corner of Parcel 05-47-03-08-0-000-006.000; thence West along the South lines of Parcels Parcel 05-47-03-08-0-000-005.000, 05-47-03-08-0-000-003.168 and 05-47-03-07-0-000-002.012 to the intersection of the midline of Fish River.

Thence generally South along the midline of the Fish River to the intersection of the East line of Parcel 05-47-04-19-0-000-003.000; thence South along the East lines of Parcels 05-47-04-19-0-000-003.000, 05-47-04-19-0-000-014.002, 05-47-04-19-0-000-014.001, 05-47-04-19-0-000-014.011, 05-47-04-19-0-000-014.007 and 05-47-04-19-0-000-014.008 to the intersection of the midline of Fish River; thence South along the midline of Fish River to the intersection of the Southwest corner of Parcel 05-47-09-30-0-000-050.000; thence East along the South lines of Parcels 05-47-09-30-0-000-050.000, 05-47-09-30-0-000-050.001 and 05-47-09-29-0-000-001.042 to the Northeast corner of Parcel 05-47-09-29-0-000-009.000; thence South along the East lines of Parcels 05-47-09-29-0-000-009.000, 05-47-09-29-0-000-010.002, 05-47-09-32-0-

000-019.000, 05-47-09-32-0-000-019.001 and 05-47-09-32-0-000-019.002 to the Southeast corner of Parcel 05-47-09-32-0-000-019.002; thence West along the South line of Parcel 05-47-09-32-0-000-019.002 to the Northeast corner of Parcel 05-47-09-32-0-000-041.000; thence South along the East line of Parcel 05-47-09-32-0-000-041.000 to the Southwest corner of Parcel 05-47-09-32-0-000-018.000; thence East along the South line of Parcel 05-47-09-32-0-000-018.000 to the intersection of the West right-of-way of County Road 9; thence South along the West right-of-way of County Road 9 to the Southeast corner of Parcel 05-47-09-32-0-000-058.000; thence generally Southeast to the Southwest corner of Parcel 05-47-09-32-0-000-052.000.

Thence East along the South lines of Parcels 05-47-09-32-0-000-052.000, 05-47-09-32-0-000-052.001, 05-47-09-32-0-000-051.006, 05-47-09-32-0-000-051.000 and 05-47-08-33-0-000-010.001 to the Southwest corner of Parcel 05-47-08-33-0-000-009.001; thence North along the West lines of Parcels 05-47-08-33-0-000-009.001, 05-47-08-33-0-000-002.002, 05-47-08-33-0-000-001.002, 05-47-08-28-0-000-012.000, 05-47-08-28-0-000-006.002, 05-47-08-28-0-000-006.012, 05-47-08-28-0-000-006.011, 05-47-08-28-0-000-006.004 and 05-47-08-28-0-000-001.000 to the Northwest corner of Parcel 05-47-08-28-0-000-001.000; thence East along the South line of Parcel 05-47-08-28-0-000-002.000 to the Southeast corner of Parcel 05-47-08-28-0-000-002.000; thence North along the East lines of Parcels 05-47-08-28-0-000-002.000 and 05-47-08-28-0-000-002.001 to the North line of Parcel 05-47-08-28-0-000-001.000; thence East along the North line of Parcel 05-47-08-28-0-000-001.000 to the Northwest corner of Parcel 05-47-08-28-0-000-001.003; thence South along the West line of Parcel 05-47-08-28-0-000-001.003 to the Southwest corner of Parcel 05-47-08-28-0-000-001.003; thence East along the North line of Parcel 05-47-08-28-0-000-001.000 to the Southeast corner of Parcel 05-47-08-28-0-000-001.005; thence North along the East line of Parcel 05-47-08-28-0-000-001.005 to the North line of Parcel 05-47-08-28-0-000-001.000; thence East along the North line of Parcel 05-47-08-28-0-000-001.000 to the Northeast corner of Parcel 05-47-08-28-0-000-001.000; thence South along the East line of Parcel 05-47-08-28-0-000-001.000 to the Northwest corner of Parcel 05-47-08-27-0-000-027.001. Thence East along the North lines of Parcels 05-47-08-27-0-000-027.001, 05-47-08-27-0-000-026.000 and 05-47-08-27-0-000-025.000 to the Northeast corner of Parcel 05-47-08-27-0-000-025.000.

Thence generally Northeast to the Southwest corner of Parcel 05-47-07-26-0-000-003.015; thence East along the South lines of Parcels 05-47-07-26-0-000-003.015 and 05-47-07-26-0-000-003.001 to the Southwest corner of Parcel 05-47-07-26-0-000-003.008; thence North along the West line of Parcel 05-47-07-26-0-000-003.008 to the Northwest corner of Parcel 05-47-07-26-0-000-003.008; thence East along the South line of Parcel 05-47-07-26-0-000-003.011 to the Southeast corner of Parcel 05-47-07-26-0-000-003.011; thence North along the East lines of Parcels 05-47-07-26-0-000-003.011 and 05-47-07-26-0-000-003.012 to the Northeast corner of Parcel 05-47-07-26-0-000-003.012; thence East along the North line of Parcel 05-47-07-26-0-000-003.000 to the Southwest corner of Parcel 05-47-06-23-0-000-005.001; thence North along the West lines of Parcels 05-47-06-23-0-000-005.001, 05-47-06-23-0-000-005.002 and 05-47-06-23-0-000-004.000 to the Northwest corner of Parcel 05-47-06-23-0-000-004.000; thence East along the North line of Parcel 05-47-06-23-0-000-004.000 to the Southwest corner of Parcel 05-47-06-23-0-000-001.001; thence North along the West line of Parcel 05-47-06-23-0-000-001.001 to the Northwest corner of Parcel 05-47-06-23-0-000-001.001; thence East along the South lines of Section 14, Township 6 South, Range 3 East, Section 13, Township 6 South, Range 3 East, Section 18, Township 6 South, Range 4 East,

Section 17, Township 6 South, Range 4 East, Section 16, Township 6 South, Range 4 East to the intersection of the East right-of-way of Baldwin Beach Express. Thence North along the East right-of-way of Baldwin Beach Express to the Northwest corner of Parcel 05-48-05-15-0-000-002.005; thence East along the South line of Parcel 05-48-05-15-0-000-002.001 to the Southeast corner of Parcel 05-48-05-15-0-000-002.001; thence North along the East line of Parcel 05-48-05-15-0-000-002.001 to the North line of Parcel 05-48-05-15-0-000-004.000; thence East along the North line of Parcel 05-48-05-15-0-000-004.000 to the Northeast corner of Parcel 05-48-05-15-0-000-004.000; thence South along the East line of Parcel 05-48-05-15-0-000-004.000 to the South line of Parcel 05-48-06-14-0-000-005.000; thence East along the South line of Parcel 05-48-06-14-0-000-005.000 to the Southwest corner of Parcel 05-48-06-14-0-000-006.000; thence North along the West line of Parcel 05-48-06-14-0-000-006.000 to the Northwest corner of Parcel 05-48-06-14-0-000-006.000; thence East along the North lines of Parcels 05-48-06-14-0-000-006.000, 05-48-06-14-0-000-007.000, 05-48-06-14-0-000-010.003, 05-48-06-14-0-000-010.005 and 05-48-06-14-0-000-010.000 to the Northeast corner of Parcel 05-48-06-14-0-000-010.000; thence South along the East line of Parcel 05-48-06-14-0-000-010.000 to the Northwest corner of Parcel 05-48-06-13-0-000-001.001; thence East along the North line of Parcel 05-48-06-13-0-000-001.001 to the Northeast corner of Parcel 05-48-06-13-0-000-001.001; thence North along the West line of Parcel 05-48-06-13-0-000-001.000 to the Southwest corner of Parcel 05-48-06-13-0-000-003.000; thence East along the South lines of Parcels 05-48-06-13-0-000-003.000 and 05-48-06-13-0-000-003.002 to the Southeast corner of Parcel 05-48-06-13-0-000-003.002; thence North along the East line of Parcel 05-48-06-13-0-000-003.002 to the North line of Parcel 05-48-06-13-0-000-001.000; thence East along the North line of Parcel 05-48-06-13-0-000-001.000 to the Northeast corner of Parcel 05-48-06-13-0-000-001.000; thence South along the East line of Parcel 05-48-06-13-0-000-001.000 to the Southwest corner of Section 18, Township 6 South, Range 5 East.

Thence East along the South line of Section 18, Township 6 South, Range 5 East to the Southeast corner of Section 18, Township 6 South, Range 5 East. Thence South along the West line of Section 20, Township 6 South, Range 5 East to the Southwest corner of Parcel 05-49-04-20-0-000-001.004; thence East along the South lines of Parcels 05-49-04-20-0-000-001.004, 05-49-04-20-0-000-001.022, 05-49-04-20-0-000-001.027, 05-49-04-20-0-000-001.026, 05-49-04-20-0-000-001.025, 05-49-04-20-0-000-001.024, 05-49-04-20-0-000-001.023, and 05-49-04-20-0-000-001.010 to the Southeast corner of Parcel 05-49-04-20-0-000-001.010; thence due East to the West line of Section 21, Township 6 South, Range 5 East; thence North along the West line of Section 21, Township 6 South, Range 5 East to the Northwest corner of Section 21, Township 6 South, Range 5 East; thence East along the North line of Section 21, Township 6 South, Range 5 East to Northwest corner of Parcel 05-49-05-21-0-000-001.000; thence South along the West line of Parcel 05-49-05-21-0-000-001.000 to the Southwest corner of Parcel 05-49-05-21-0-000-001.000; thence East along the South line of Parcel 05-49-05-21-0-000-001.000 to the Northwest corner of Parcel 05-49-05-22-0-000-006.000; thence South along the West line of Parcel 05-49-05-22-0-000-006.000 to the Southwest corner of Parcel 05-49-05-22-0-000-006.000; thence East along the South line of Parcel 05-49-05-22-0-000-006.000 to the Southeast corner of Parcel 05-49-05-22-0-000-006.000; thence South along the East line of Parcel 05-49-08-27-0-000-002.000 to the Southeast corner of Parcel 05-49-08-27-0-000-002.000; thence West along the South line of Parcel 05-49-08-27-0-000-002.000 to the Northwest Corner of Parcel 05-49-08-27-0-000-006.000. Thence South along the West line of Parcel 05-49-08-27-0-000-006.000 to the Southwest corner of Parcel 05-49-08-27-0-000-006.000.

Thence East along the South lines of Parcels 05-49-08-27-0-000-006.000 and 05-49-07-26-0-000-004.000 to the Southwest corner of Parcel 05-49-07-26-0-000-005.001; thence North along the West line of 05-49-07-26-0-000-005.001 to the Northwest corner of Parcel 05-49-07-26-0-000-005.001; thence East along the North line of Parcel 05-49-07-26-0-000-005.001 to the Northeast corner of Parcel 05-49-07-26-0-000-005.001; thence South along the East line of Parcel 05-49-07-26-0-000-005.001 to the Southwest corner of Parcel 05-49-07-25-0-000-003.000; thence generally Northeast along the East lines of Parcels 05-49-07-25-0-000-003.000, 05-49-06-24-0-000-003.000 and 05-49-06-24-0-000-004.002 to the intersection of the South line of Parcel 05-49-06-24-0-000-001.000; thence generally Northeast along the South lines of Parcels 05-49-06-24-0-000-001.000 and 05-50-04-19-0-000-001.001 to the Southeast corner of Parcel 05-50-04-19-0-000-001.001. Thence crossing the right-of-way of CC Road to the Southwest corner of Parcel 05-50-04-19-0-000-001.000; thence generally East and South along the South line of Parcel 05-50-04-19-0-000-001.000 to the Southeast corner of Parcel 05-50-04-19-0-000-001.000; thence South along the East lines of Parcels 05-50-04-19-0-000-002.000 and 05-50-04-19-0-000-004.000 to the Northwest corner of Parcel 05-50-04-20-0-000-022.003; thence East along the North line of Parcel 05-50-04-20-0-000-022.003 to the Northeast corner of Parcel 05-50-04-20-0-000-022.003; thence South along the East line of Parcel 05-50-04-20-0-000-022.003 to the South line of Section 20, Township 6 South, Range 6 East; thence East along the South line of Section 20, Township 6 South, Range 6 East to the intersection of the midline of the Blackwater River.

Thence generally Southeast along the midline of the Blackwater River to the intersection of the North line of Section 32, Township 6 South, Range 6 East; thence East along the North lines of Section 32, Township 6 South, Range 6 East and Section 33, Township 6 South, Range 6 East to the Northeast corner of Section 33, Township 6 South, Range 6 East; thence South along the East line of Section 33, Township 6 South, Range 6 East to the midline of the Blackwater River. Thence generally Northeast along the midline of the Blackwater River to the intersection of the West line of Section 26, Township 6 South, Range 6 East. Thence South along the West line of Section 26, Township 6 South, Range 6 East to the Southwest corner of Section 26, Township 6 South, Range 6 East; thence East along the South line of Section 26, Township 6 South, Range 6 East to the Southeast corner of Section 26, Township 6 South, Range 6 East; thence North along the East line of Section 26, Township 6 South, Range 6 East to the Southeast corner of Section 23, Township 6 South, Range 6 East. Thence North along the East lines of Sections 23, Township 6 South, Range 6 East, Section 14, Township 6 South, Range 6 East, Section 11, Township 6 South, Range 6 East, Section 1, Township 6 South, Range 6 East, to the intersection of the South line of Section 36, Township 5 South, Range 6 East. Thence East along the South line of Section 36, Township 5 South, Range 6 East to the Southeast corner of Section 36, Township 5 South, Range 6 East; thence North along the East line Section 36, Township 5 South, Range 6 East to the Southwest corner of Section 31, Township 5 South, Range 7 East; thence East along the South line of Section 31, Township 5 South, Range 7 East to the Southeast corner of Section 31, Township 5 South, Range 7 East; thence North along the East lines of Section 31, Township 5 South, Range 7 East, Section 30, Township 5 South, Range 7 East, and Section 19, Township 5 South, Range 7 East to the South line of Section 18, Township 5 South, Range 7 East; thence East along the South line of Section 18, Township 5 South, Range 7 East to the Southeast corner of Section 18, Township 5 South, Range 7 East. Thence North along the East lines of Section 18, Township 5 South, Range 7 East, Section 7, Township 5 South, Range 7 East, and Section 6, Township 5 South, Range 7 East to the Northeast corner of Section 6, Township 5 South, Range

7 East. Thence West along the North line of Section 6, Township 5 South, Range 7 East to the Southeast corner of Section 31, Township 4 South, Range 7 East. Thence North along the East lines of Section 31, Township 4 South, Range 7 East, and Section 30, Township 4 South, Range 7 East to the Southeast corner of Section 24, Township 4 South, Range 6 East. Thence North along the East line of Section 24, Township 4 South, Range 6 East, to the Northeast corner of Section 24, Township 4 South, Range 6 East; thence West along the North line of Section 24, Township 4 South, Range 6 East to the Northwest corner of Section 24, Township 4 South, Range 6 East; thence North along the East line of Section 23, Township 4 South, Range 6 East to the Northeast corner of Section 23, Township 4 South, Range 6 East; thence Northwest along the East line of Section 14, Township 4 South, Range 6 East to the Northeast corner of Section 15, Township 4 South, Range 6 East. Thence West along the North line of Section 15, Township 4 South, Range 6 East to the Northwest corner of Section 15, Township 4 South, Range 6 East; thence North along the East lines of Sections 16, Township 4 South Range 6 East, Section 09, Township 4 South, Range 6 East, Section 08, Township 4 South, Range 6 East, Section 07, Township 4 South, Range 6 East, Section 06, Township 4 South, Range 6 East, Section 01, Township 4 South, Range 5 East and Section 36, Township 3 South, Range 5 East to the Northwest corner of Section 36, Township 3 South, Range 5 East; thence South along the East line of Section 35, Township 3 South, Range 5 East to the Southeast corner of Section 35, Township 3 South, Range 5 East; thence West along the South line of Section 35, Township 3 South, Range 5 East to the Southwest corner of Section 35, Township 3 South, Range 5 East; thence South along the West line of Section 02, Township 4 South, Range 5 East to the Southeast corner of Parcel 05-35-02-03-0-000-001.000; thence West along the South line of Parcel 05-35-02-03-0-000-001.000 to the Southwest corner of Parcel 05-35-02-03-0-000-001.000; thence North to the Northeast corner of Parcel 05-35-02-03-0-000-002.001.

Thence generally Southwest along the West line of Parcel 05-35-02-03-0-000-002.001 to the intersection of the North line of Parcel 05-35-02-03-0-000-004.000; thence West along the North line of Parcel 05-35-02-03-0-000-004.000 to the Northwest corner of Parcel 05-35-02-03-0-000-004.000; thence South along the West line of Parcel 05-35-02-03-0-000-004.000 to the Southeast corner of Section 04, Township 4 South, Range 5 East; thence West along the South lines of Sections 04, Township 4 South, Range 5 East and Section 05, Township 4 South, Range 5 East to the Northeast corner of Parcel 05-35-03-08-0-000-001.012; thence South along the East lines of Parcels 05-35-03-08-0-000-001.012, 05-35-03-08-0-000-001.002, 05-35-03-08-0-000-001.004, 05-35-03-08-0-000-003.003, 05-35-03-08-0-000-001.004 to the South line of Parcel 05-35-03-08-0-000-001.004; thence West along the South line of Parcel 05-35-03-08-0-000-001.004 to the East line of Section 07, Township 4 South, Range 5 East; thence South along the East line of Section 07, Township 4 South, Range 5 East to the Southeast corner of Section 07, Township 4 South, Range 5 East; thence West along the South line of Section 07, Township 4 South, Range 5 East to the Southwest corner of Section 07, Township 4 South, Range 5 East; thence North along the West line of Section 07, Township 4 South, Range 5 East to the Southeast corner of Section 12, Township 4 South, Range 4 East. Thence West along the South lines of Sections 12, Township 4 South, Range 4 East, Section 11, Township 4 South, Range 4 East, Section 10, Township 4 South, Range 4 East, Section 09, Township 4 South, Range 4 East, Section 08, Township 4 South, Range 4 East, and Section 07, Township 4 South, Range 4 East to the Southwest corner of Section 07, Township 4 South, Range 4 East. Thence North along the West line of Section 07, Township 4 South, Range 4 East to the Southeast corner of Parcel 05-33-01-12-0-000-001.000; thence West along the South lines of Parcels 05-33-01-12-0-000-001.000, 05-33-01-12-0-000-001.129, 05-33-01-11-0-000-001.056, 05-33-01-11-

0-000-001.000, 05-33-01-11-0-000-001.002 and 05-33-01-11-0-000-001.053 to the Southwest corner of Parcel 05-33-01-11-0-000-001.053; thence South along the East lines of Parcels 05-33-02-10-0-000-001.000 and 05-33-05-15-0-000-001.000 to the Southeast corner of Section 15, Township 4 South, Range 3 East. Thence West along the South lines of Sections 15, Township 4 South, Range 3 East and Section 16, Township 4 South, Range 3 East to the point of beginning.

All references herein to "Parcels" shall refer to the parcel identification number as assigned by the Baldwin County Revenue Commissioner on the 13th day of May, 2021.

(c) the County Board of Education of Baldwin County, Alabama has heretofore submitted a map showing the boundaries of the District for which the special ad valorem district school tax is proposed and has caused a copy of said map to be recorded in the office of the Judge of Probate of Baldwin County; and

(d) the Request and the Petition in all respects conform to the requirements of applicable law; and

(e) the interests of the taxpayers and citizens of District 5 (Am. 382) School Tax District in Baldwin County as described herein are best served if the requested election is held on September 21, 2021.

## **ARTICLE 2**

### **Special School District Tax Election**

#### **Section 2.01 Call of Election**

A special election is hereby ordered and called in District 5 (Am. 382) School Tax District in Baldwin County to be held on September 21, 2021 to determine whether a special ad valorem district school tax shall be levied and collected annually in District 5 (Am. 382) School Tax District, pursuant to Amendment No. 382 to the Constitution of Alabama of 1901, as amended, and in addition to all ad valorem taxes now or hereafter levied in the District, for public school purposes in the District at the uniform rate of thirty cents (\$0.30) on each one hundred dollars of taxable property in the District for a period of 8 years beginning with the levy for the tax year October 1, 2021 to September 30, 2022 (the tax for which year becoming due and payable on October 1, 2022) and ending with the levy for the tax year October 1, 2028 to September 30, 2029 (the tax for which year becoming due and payable on October 1, 2029).

#### **Section 2.02 Notice of Election**

The Sheriff of Baldwin County shall give notice at least thirty (30) days before said election by publication in Gulf Coast Newspapers, a newspaper which the Baldwin County Commission finds to be published and of general circulation in Baldwin County, Alabama, once a week for four successive weeks, the first publication to be not less than thirty (30) days before the date of said election, and by posting a notice of said election at the courthouse door and in three other public places in District 5 (Am. 382) School Tax District not less than thirty (30) days prior to said election, which notice shall be as follows and may include, if applicable, any special voting places designated as such by the Judge of Probate of Baldwin County, Alabama:

NOTICE OF ELECTION TO LEVY SPECIAL 3 MILL DISTRICT SCHOOL TAX  
IN DISTRICT 5 (AM. 382) SCHOOL TAX DISTRICT  
IN BALDWIN COUNTY, ALABAMA

Notice is hereby given that a special election will be held in District 5 (Am. 382) School Tax District in Baldwin County, Alabama, the area within which District being described hereinbelow (the "District"), on September 21, 2021, at which there will be submitted to the qualified electors of the District for their determination by ballot, the question of whether a special ad valorem district school tax shall be levied and collected annually in the District, pursuant to Amendment No. 382 to the Constitution of Alabama of 1901, as amended, and in addition to all ad valorem taxes now or hereafter levied in the District, for public school purposes in the District at the uniform rate of thirty cents (\$0.30) on each one hundred dollars of taxable property in the District for a period of 8 years beginning with the levy for the tax year October 1, 2021 to September 30, 2022 (the tax for which year becoming due and payable on October 1, 2022) and ending with the levy for the tax year October 1, 2028 to September 30, 2029 (the tax for which year becoming due and payable on October 1, 2029).

The aforesaid election will be held in District 5 (Am. 382) School Tax District in Baldwin County, Alabama at (i) the regular voting places in such District heretofore designated and established in accordance with law and (ii) the following special voting places in the District established in accordance with law for the aforesaid election:

The area within the District includes the areas within the corporate limits of the City of Robertsdale, Alabama, the Town of Silverhill, Alabama and the Town of Loxley, Alabama and the areas outside such corporate limits which the County Board of Education of Baldwin County, Alabama, has determined is served by the public schools of said Board in said municipalities and such area, which area is more particularly described as follows: Loxley, Ellisville Community Center; Loxley, Civic Center; Gateswood, VFD; Clear Springs, Fellowship Hall; Rosinton, United Methodist Church; Silverhill, Community Center; Robertsdale, PZK Hall; Elsanor, Bethel Baptist Church and Seminole, VFD.

Special Tax District 5 shall consist of all parcels of real property located in Baldwin County, Alabama within the following described area:

Beginning at a point at the Southeast corner of Section 17, Township 4 South, Range 3 East; thence South along the East lines of Section 20, Township 4 South, Range 3 East and Section 29, Township 4 South, Range 3 East to the Southeast corner of Section 29, Township 4 South, Range 3 East. Thence West along the South lines of Section 29, Township 4 South, Range 3 East and Section 30, Township 4 South, Range 3 East to the Southwest corner of Section 30, Township 4 South, Range 3 East. Thence South along the East lines of Section 36, Township 4 South, Range 2 East, and Section 1, Township 5 South, Range 2 East to the Southeast corner of Section 1, Township 5 South, Range 2 East. Thence South along the East line of Parcel 05-43-01-12-0-000-001.000 to the Southeast corner of Parcel 05-43-01-12-0-000-001.000; thence West along the South line of Parcel 05-43-01-12-0-000-001.000 to the Northwest corner of Parcel 05-43-01-12-0-000-024.000. Thence South along the West lines of Parcels 05-43-01-12-0-000-024.000, 05-43-06-13-0-000-001.006, 05-42-04-18-0-000-003.000 to the South line of Parcel 05-42-04-18-0-000-003.000.

Thence generally Southeast crossing the right-of-way of County Road 64 to the Northwest corner of Parcel 05-42-04-19-0-000-002.000; thence South along the West lines of Parcels 05-42-04-19-

0-000-002.000 and 05-42-04-19-0-000-001.000 to the Southwest corner of Parcel 05-42-04-19-0-000-001.000; thence East along the South line of Parcel 05-42-04-19-0-000-001.000 to the Northwest corner of Parcel 05-42-04-19-0-000-008.000; thence South along the West lines of Parcels 05-42-04-19-0-000-008.000, 05-42-09-30-0-000-001.001 and 05-42-09-30-0-000-006.000 to the Northwest corner of Parcel 05-42-09-30-0-000-006.003. Thence East along the North lines of parcels 05-42-09-30-0-000-006.003, 05-42-09-30-0-000-006.006, 05-42-09-30-0-000-006.001 and 05-42-09-30-0-000-006.002 to the Northeast corner of Parcel 05-42-09-30-0-000-006.002; thence South along the West line of Parcel 05-42-09-29-0-000-003.000 to the Southwest corner of Parcel 05-42-09-29-0-000-003.000; thence Southeast to the South line of Parcel 05-42-09-29-0-000-003.000; thence East along the South line of Parcel 05-42-09-29-0-000-003.000 to the Northwest corner of Parcel 05-42-09-32-0-000-003.000. Thence South along the West lines of Parcels 05-42-09-32-0-000-003.000, 05-42-09-32-0-000-012.000, 05-42-09-32-0-000-012.002, 05-42-09-32-0-000-012.003 and 05-42-09-32-0-000-012.001 to the Southwest corner of Parcel 05-42-09-32-0-000-012.001; thence South across the right-of-way of County Road 54 to the Northwest corner of Parcel 05-42-09-32-0-000-021.000; thence South along the West lines of Parcels 05-42-09-32-0-000-021.000, 05-42-09-32-0-000-039.000, 05-42-09-32-0-000-040.000, 05-42-09-32-0-000-041.000, 05-47-03-05-0-000-006.000, 05-47-03-05-0-000-016.000, 05-47-03-05-0-000-018.000, 05-47-03-05-0-000-019.000, 05-47-03-05-0-000-019.001, 05-47-03-05-0-000-020.000, 05-47-03-05-0-000-020.001, 05-47-03-05-0-000-047.007, 05-47-03-05-0-000-047.029, 05-47-03-05-0-000-047.030, 05-47-03-05-0-000-047.008, 05-47-03-05-0-000-047.009, 05-47-03-05-0-000-047.010, 05-47-03-05-0-000-047.000, 05-47-03-05-0-000-047.026 and 05-47-03-05-0-000-047.011 to the Southwest corner of Parcel 05-47-03-05-0-000-047.011.

Thence South crossing the right-of-way of State Hwy 104 to the Northwest corner of Parcel 05-47-03-08-0-000-006.000; thence South along the West line of Parcel 05-47-03-08-0-000-006.000 to the Southwest corner of Parcel 05-47-03-08-0-000-006.000; thence West along the South lines of Parcels Parcel 05-47-03-08-0-000-005.000, 05-47-03-08-0-000-003.168 and 05-47-03-07-0-000-002.012 to the intersection of the midline of Fish River.

Thence generally South along the midline of the Fish River to the intersection of the East line of Parcel 05-47-04-19-0-000-003.000; thence South along the East lines of Parcels 05-47-04-19-0-000-003.000, 05-47-04-19-0-000-014.002, 05-47-04-19-0-000-014.001, 05-47-04-19-0-000-014.011, 05-47-04-19-0-000-014.007 and 05-47-04-19-0-000-014.008 to the intersection of the midline of Fish River; thence South along the midline of Fish River to the intersection of the Southwest corner of Parcel 05-47-09-30-0-000-050.000; thence East along the South lines of Parcels 05-47-09-30-0-000-050.000, 05-47-09-30-0-000-050.001 and 05-47-09-29-0-000-001.042 to the Northeast corner of Parcel 05-47-09-29-0-000-009.000; thence South along the East lines of Parcels 05-47-09-29-0-000-009.000, 05-47-09-29-0-000-010.002, 05-47-09-32-0-000-019.000, 05-47-09-32-0-000-019.001 and 05-47-09-32-0-000-019.002 to the Southeast corner of Parcel 05-47-09-32-0-000-019.002; thence West along the South line of Parcel 05-47-09-32-0-000-019.002 to the Northeast corner of Parcel 05-47-09-32-0-000-041.000; thence South along the East line of Parcel 05-47-09-32-0-000-041.000 to the Southwest corner of Parcel 05-47-09-32-0-000-018.000; thence East along the South line of Parcel 05-47-09-32-0-000-018.000 to the intersection of the West right-of-way of County Road 9; thence South along the West right-of-way of County Road 9 to the Southeast corner of Parcel 05-47-09-32-0-000-058.000; thence generally Southeast to the Southwest corner of Parcel 05-47-09-32-0-000-052.000.

Thence East along the South lines of Parcels 05-47-09-32-0-000-052.000, 05-47-09-32-0-000-052.001, 05-47-09-32-0-000-051.006, 05-47-09-32-0-000-051.000 and 05-47-08-33-0-000-010.001 to the Southwest corner of Parcel 05-47-08-33-0-000-009.001; thence North along the West lines of Parcels

05-47-08-33-0-000-009.001, 05-47-08-33-0-000-002.002, 05-47-08-33-0-000-001.002, 05-47-08-28-0-000-012.000, 05-47-08-28-0-000-006.002, 05-47-08-28-0-000-006.012, 05-47-08-28-0-000-006.011, 05-47-08-28-0-000-006.004 and 05-47-08-28-0-000-001.000 to the Northwest corner of Parcel 05-47-08-28-0-000-001.000; thence East along the South line of Parcel 05-47-08-28-0-000-002.000 to the Southeast corner of Parcel 05-47-08-28-0-000-002.000; thence North along the East lines of Parcels 05-47-08-28-0-000-002.000 and 05-47-08-28-0-000-002.001 to the North line of Parcel 05-47-08-28-0-000-001.000; thence East along the North line of Parcel 05-47-08-28-0-000-001.000 to the Northwest corner of Parcel 05-47-08-28-0-000-001.003; thence South along the West line of Parcel 05-47-08-28-0-000-001.003 to the Southwest corner of Parcel 05-47-08-28-0-000-001.003; thence East along the North line of Parcel 05-47-08-28-0-000-001.000 to the Southeast corner of Parcel 05-47-08-28-0-000-001.005; thence North along the East line of Parcel 05-47-08-28-0-000-001.005 to the North line of Parcel 05-47-08-28-0-000-001.000; thence East along the North line of Parcel 05-47-08-28-0-000-001.000 to the Northeast corner of Parcel 05-47-08-28-0-000-001.000; thence South along the East line of Parcel 05-47-08-28-0-000-001.000 to the Northwest corner of Parcel 05-47-08-27-0-000-027.001. Thence East along the North lines of Parcels 05-47-08-27-0-000-027.001, 05-47-08-27-0-000-026.000 and 05-47-08-27-0-000-025.000 to the Northeast corner of Parcel 05-47-08-27-0-000-025.000.

Thence generally Northeast to the Southwest corner of Parcel 05-47-07-26-0-000-003.015; thence East along the South lines of Parcels 05-47-07-26-0-000-003.015 and 05-47-07-26-0-000-003.001 to the Southwest corner of Parcel 05-47-07-26-0-000-003.008; thence North along the West line of Parcel 05-47-07-26-0-000-003.008 to the Northwest corner of Parcel 05-47-07-26-0-000-003.008; thence East along the South line of Parcel 05-47-07-26-0-000-003.011 to the Southeast corner of Parcel 05-47-07-26-0-000-003.011; thence North along the East lines of Parcels 05-47-07-26-0-000-003.011 and 05-47-07-26-0-000-003.012 to the Northeast corner of Parcel 05-47-07-26-0-000-003.012; thence East along the North line of Parcel 05-47-07-26-0-000-003.000 to the Southwest corner of Parcel 05-47-06-23-0-000-005.001; thence North along the West lines of Parcels 05-47-06-23-0-000-005.001, 05-47-06-23-0-000-005.002 and 05-47-06-23-0-000-004.000 to the Northwest corner of Parcel 05-47-06-23-0-000-004.000; thence East along the North line of Parcel 05-47-06-23-0-000-004.000 to the Southwest corner of Parcel 05-47-06-23-0-000-001.001; thence North along the West line of Parcel 05-47-06-23-0-000-001.001 to the Northwest corner of Parcel 05-47-06-23-0-000-001.001; thence East along the South lines of Section 14, Township 6 South, Range 3 East, Section 13, Township 6 South, Range 3 East, Section 18, Township 6 South, Range 4 East, Section 17, Township 6 South, Range 4 East, Section 16, Township 6 South, Range 4 East to the intersection of the East right-of-way of Baldwin Beach Express. Thence North along the East right-of-way of Baldwin Beach Express to the Northwest corner of Parcel 05-48-05-15-0-000-002.005; thence East along the South line of Parcel 05-48-05-15-0-000-002.001 to the Southeast corner of Parcel 05-48-05-15-0-000-002.001; thence North along the East line of Parcel 05-48-05-15-0-000-002.001 to the North line of Parcel 05-48-05-15-0-000-004.000; thence East along the North line of Parcel 05-48-05-15-0-000-004.000 to the Northeast corner of Parcel 05-48-05-15-0-000-004.000; thence South along the East line of Parcel 05-48-05-15-0-000-004.000 to the South line of Parcel 05-48-06-14-0-000-005.000; thence East along the South line of Parcel 05-48-06-14-0-000-005.000 to the Southwest corner of Parcel 05-48-06-14-0-000-006.000; thence North along the West line of Parcel 05-48-06-14-0-000-006.000 to the Northwest corner of Parcel 05-48-06-14-0-000-006.000; thence East along the North lines of Parcels 05-48-06-14-0-000-006.000, 05-48-06-14-0-000-007.000, 05-48-06-14-0-000-010.003, 05-48-06-14-0-000-010.005 and 05-48-06-14-0-000-010.000 to the Northeast corner of Parcel 05-48-06-14-0-000-010.000; thence South along the East line of Parcel 05-48-06-14-0-000-010.000 to the Northwest corner of Parcel 05-48-06-13-0-000-001.001; thence East along the North line of Parcel 05-48-06-13-0-000-001.001 to the Northeast corner of Parcel 05-48-06-13-0-000-001.001; thence North along the West line of Parcel 05-48-06-13-0-000-001.000 to the

Southwest corner of Parcel 05-48-06-13-0-000-003.000; thence East along the South lines of Parcels 05-48-06-13-0-000-003.000 and 05-48-06-13-0-000-003.002 to the Southeast corner of Parcel 05-48-06-13-0-000-003.002; thence North along the East line of Parcel 05-48-06-13-0-000-003.002 to the North line of Parcel 05-48-06-13-0-000-001.000; thence East along the North line of Parcel 05-48-06-13-0-000-001.000 to the Northeast corner of Parcel 05-48-06-13-0-000-001.000; thence South along the East line of Parcel 05-48-06-13-0-000-001.000 to the Southwest corner of Section 18, Township 6 South, Range 5 East.

Thence East along the South line of Section 18, Township 6 South, Range 5 East to the Southeast corner of Section 18, Township 6 South, Range 5 East. Thence South along the West line of Section 20, Township 6 South, Range 5 East to the Southwest corner of Parcel 05-49-04-20-0-000-001.004; thence East along the South lines of Parcels 05-49-04-20-0-000-001.004, 05-49-04-20-0-000-001.022, 05-49-04-20-0-000-001.027, 05-49-04-20-0-000-001.026, 05-49-04-20-0-000-001.025, 05-49-04-20-0-000-001.024, 05-49-04-20-0-000-001.023, and 05-49-04-20-0-000-001.010 to the Southeast corner of Parcel 05-49-04-20-0-000-001.010; thence due East to the West line of Section 21, Township 6 South, Range 5 East; thence North along the West line of Section 21, Township 6 South, Range 5 East to the Northwest corner of Section 21, Township 6 South, Range 5 East; thence East along the North line of Section 21, Township 6 South, Range 5 East to Northwest corner of Parcel 05-49-05-21-0-000-001.000; thence South along the West line of Parcel 05-49-05-21-0-000-001.000 to the Southwest corner of Parcel 05-49-05-21-0-000-001.000; thence East along the South line of Parcel 05-49-05-21-0-000-001.000 to the Northwest corner of Parcel 05-49-05-22-0-000-006.000; thence South along the West line of Parcel 05-49-05-22-0-000-006.000 to the Southwest corner of Parcel 05-49-05-22-0-000-006.000; thence East along the South line of Parcel 05-49-05-22-0-000-006.000 to the Southeast corner of Parcel 05-49-05-22-0-000-006.000; thence South along the East line of Parcel 05-49-08-27-0-000-002.000 to the Southeast corner of Parcel 05-49-08-27-0-000-002.000; thence West along the South line of Parcel 05-49-08-27-0-000-002.000 to the Northwest Corner of Parcel 05-49-08-27-0-000-006.000. Thence South along the West line of Parcel 05-49-08-27-0-000-006.000 to the Southwest corner of Parcel 05-49-08-27-0-000-006.000.

Thence East along the South lines of Parcels 05-49-08-27-0-000-006.000 and 05-49-07-26-0-000-004.000 to the Southwest corner of Parcel 05-49-07-26-0-000-005.001; thence North along the West line of 05-49-07-26-0-000-005.001 to the Northwest corner of Parcel 05-49-07-26-0-000-005.001; thence East along the North line of Parcel 05-49-07-26-0-000-005.001 to the Northeast corner of Parcel 05-49-07-26-0-000-005.001; thence South along the East line of Parcel 05-49-07-26-0-000-005.001 to the Southwest corner of Parcel 05-49-07-25-0-000-003.000; thence generally Northeast along the East lines of Parcels 05-49-07-25-0-000-003.000, 05-49-06-24-0-000-003.000 and 05-49-06-24-0-000-004.002 to the intersection of the South line of Parcel 05-49-06-24-0-000-001.000; thence generally Northeast along the South lines of Parcels 05-49-06-24-0-000-001.000 and 05-50-04-19-0-000-001.001 to the Southeast corner of Parcel 05-50-04-19-0-000-001.001. Thence crossing the right-of-way of CC Road to the Southwest corner of Parcel 05-50-04-19-0-000-001.000; thence generally East and South along the South line of Parcel 05-50-04-19-0-000-001.000 to the Southeast corner of Parcel 05-50-04-19-0-000-001.000; thence South along the East lines of Parcels 05-50-04-19-0-000-002.000 and 05-50-04-19-0-000-004.000 to the Northwest corner of Parcel 05-50-04-20-0-000-022.003; thence East along the North line of Parcel 05-50-04-20-0-000-022.003 to the Northeast corner of Parcel 05-50-04-20-0-000-022.003; thence South along the East line of Parcel 05-50-04-20-0-000-022.003 to the South line of Section 20, Township 6 South, Range 6 East; thence East along the South line of Section 20, Township 6 South, Range 6 East to the intersection of the midline of the Blackwater River.

Thence generally Southeast along the midline of the Blackwater River to the intersection of the North line of Section 32, Township 6 South, Range 6 East; thence East along the North lines of Section 32, Township 6 South, Range 6 East and Section 33, Township 6 South, Range 6 East to the Northeast corner of Section 33, Township 6 South, Range 6 East; thence South along the East line of Section 33, Township 6 South, Range 6 East to the midline of the Blackwater River. Thence generally Northeast along the midline of the Blackwater River to the intersection of the West line of Section 26, Township 6 South, Range 6 East. Thence South along the West line of Section 26, Township 6 South, Range 6 East to the Southwest corner of Section 26, Township 6 South, Range 6 East; thence East along the South line of Section 26, Township 6 South, Range 6 East to the Southeast corner of Section 26, Township 6 South, Range 6 East; thence North along the East line of Section 26, Township 6 South, Range 6 East to the Southeast corner of Section 23, Township 6 South, Range 6 East. Thence North along the East lines of Sections 23, Township 6 South, Range 6 East, Section 14, Township 6 South, Range 6 East, Section 11, Township 6 South, Range 6 East, Section 1, Township 6 South, Range 6 East, to the intersection of the South line of Section 36, Township 5 South, Range 6 East. Thence East along the South line of Section 36, Township 5 South, Range 6 East to the Southeast corner of Section 36, Township 5 South, Range 6 East; thence North along the East line Section 36, Township 5 South, Range 6 East to the Southwest corner of Section 31, Township 5 South, Range 7 East; thence East along the South line of Section 31, Township 5 South, Range 7 East to the Southeast corner of Section 31, Township 5 South, Range 7 East; thence North along the East lines of Section 31, Township 5 South, Range 7 East, Section 30, Township 5 South, Range 7 East, and Section 19, Township 5 South, Range 7 East to the South line of Section 18, Township 5 South, Range 7 East; thence East along the South line of Section 18, Township 5 South, Range 7 East to the Southeast corner of Section 18, Township 5 South, Range 7 East. Thence North along the East lines of Section 18, Township 5 South, Range 7 East, Section 7, Township 5 South, Range 7 East, and Section 6, Township 5 South, Range 7 East to the Northeast corner of Section 6, Township 5 South, Range 7 East. Thence West along the North line of Section 6, Township 5 South, Range 7 East to the Southeast corner of Section 31, Township 4 South, Range 7 East. Thence North along the East lines of Section 31, Township 4 South, Range 7 East, and Section 30, Township 4 South, Range 7 East to the Southeast corner of Section 24, Township 4 South, Range 6 East. Thence North along the East line of Section 24, Township 4 South, Range 6 East, to the Northeast corner of Section 24, Township 4 South, Range 6 East; thence West along the North line of Section 24, Township 4 South, Range 6 East to the Northwest corner of Section 24, Township 4 South, Range 6 East; thence North along the East line of Section 23, Township 4 South, Range 6 East to the Northeast corner of Section 23, Township 4 South, Range 6 East; thence Northwest along the East line of Section 14, Township 4 South, Range 6 East to the Northeast corner of Section 15, Township 4 South, Range 6 East. Thence West along the North line of Section 15, Township 4 South, Range 6 East to the Northwest corner of Section 15, Township 4 South, Range 6 East; thence North along the East lines of Sections 16, Township 4 South Range 6 East, Section 09, Township 4 South, Range 6 East, Section 08, Township 4 South, Range 6 East, Section 07, Township 4 South, Range 6 East, Section 06, Township 4 South, Range 6 East, Section 01, Township 4 South, Range 5 East and Section 36, Township 3 South, Range 5 East to the Northwest corner of Section 36, Township 3 South, Range 5 East; thence South along the East line of Section 35, Township 3 South, Range 5 East to the Southeast corner of Section 35, Township 3 South, Range 5 East; thence West along the South line of Section 35, Township 3 South, Range 5 East to the Southwest corner of Section 35, Township 3 South, Range 5 East; thence South along the West line of Section 02, Township 4 South, Range 5 East to the Southeast corner of Parcel 05-35-02-03-0-000-001.000; thence West along the South line of Parcel 05-35-02-03-0-000-001.000 to the Southwest corner of Parcel 05-35-02-03-0-000-001.000; thence North to the Northeast corner of Parcel 05-35-02-03-0-000-002.001.

Thence generally Southwest along the West line of Parcel 05-35-02-03-0-000-002.001 to the intersection of the North line of Parcel 05-35-02-03-0-000-004.000; thence West along the North line of Parcel 05-35-02-03-0-000-004.000 to the Northwest corner of Parcel 05-35-02-03-0-000-004.000; thence South along the West line of Parcel 05-35-02-03-0-000-004.000 to the Southeast corner of Section 04, Township 4 South, Range 5 East; thence West along the South lines of Sections 04, Township 4 South, Range 5 East and Section 05, Township 4 South, Range 5 East to the Northeast corner of Parcel 05-35-03-08-0-000-001.012; thence South along the East lines of Parcels 05-35-03-08-0-000-001.012, 05-35-03-08-0-000-001.002, 05-35-03-08-0-000-001.004, 05-35-03-08-0-000-003.003, 05-35-03-08-0-000-001.004 to the South line of Parcel 05-35-03-08-0-000-001.004; thence West along the South line of Parcel 05-35-03-08-0-000-001.004 to the East line of Section 07, Township 4 South, Range 5 East; thence South along the East line of Section 07, Township 4 South, Range 5 East to the Southeast corner of Section 07, Township 4 South, Range 5 East; thence West along the South line of Section 07, Township 4 South, Range 5 East to the Southwest corner of Section 07, Township 4 South, Range 5 East; thence North along the West line of Section 07, Township 4 South, Range 5 East to the Southeast corner of Section 12, Township 4 South, Range 4 East. Thence West along the South lines of Sections 12, Township 4 South, Range 4 East, Section 11, Township 4 South, Range 4 East, Section 10, Township 4 South, Range 4 East, Section 09, Township 4 South, Range 4 East, Section 08, Township 4 South, Range 4 East, and Section 07, Township 4 South, Range 4 East to the Southwest corner of Section 07, Township 4 South, Range 4 East. Thence North along the West line of Section 07, Township 4 South, Range 4 East to the Southeast corner of Parcel 05-33-01-12-0-000-001.000; thence West along the South lines of Parcels 05-33-01-12-0-000-001.000, 05-33-01-12-0-000-001.129, 05-33-01-11-0-000-001.056, 05-33-01-11-0-000-001.000, 05-33-01-11-0-000-001.002 and 05-33-01-11-0-000-001.053 to the Southwest corner of Parcel 05-33-01-11-0-000-001.053; thence South along the East lines of Parcels 05-33-02-10-0-000-001.000 and 05-33-05-15-0-000-001.000 to the Southeast corner of Section 15, Township 4 South, Range 3 East. Thence West along the South lines of Sections 15, Township 4 South, Range 3 East and Section 16, Township 4 South, Range 3 East to the point of beginning.

All references herein to "Parcels" shall refer to the parcel identification number as assigned by the Baldwin County Revenue Commissioner on the 13th day of May, 2021.

/s/  
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Sheriff of Baldwin County, Alabama

**Section 2.03 Ballot for Election**

The form of ballot to be used in said election shall be in substantially the following form:

LEVY OF SPECIAL 3 MILL SCHOOL DISTRICT TAX FOR EIGHT (8) YEARS  
IN DISTRICT 5 (AM. 382) SCHOOL TAX DISTRICT  
IN BALDWIN COUNTY, ALABAMA FOR PUBLIC SCHOOL PURPOSES

Shall a special ad valorem district school tax be levied and collected annually in District 5 (Am. 382) School Tax District in Baldwin County, Alabama, (the area within which District being the area within the corporate limits of the City of Robertsedale, Alabama, the Town of Silverhill, Alabama and the Town of Loxley, Alabama, and the areas outside such corporate limits which the County Board of Education of Baldwin County, Alabama, has determined is served by the public schools of said Board in said municipalities and in such area) (the "District"), pursuant to Amendment No. 382 to the Constitution of Alabama of 1901, as amended, and in addition to all ad valorem taxes now or hereafter levied in the District, for public school purposes in the District at the uniform rate of thirty cents (\$0.30) on each one hundred dollars of taxable property in the District for a period of 8 years beginning with the levy for the tax year October 1, 2021 to September 30, 2022 (the tax for which year becoming due and payable on October 1, 2022) and ending with the levy for the tax year October 1, 2028 to September 30, 2029 (the tax for which year becoming due and payable on October 1, 2029).

\_\_\_\_\_ FOR proposed taxation

\_\_\_\_\_ AGAINST proposed taxation

#### **Section 2.04 Conduct of Election; Authorization and Ratification**

(a) The Commission shall provide the proper forms and necessary number of ballots, poll lists, tally sheets, ballot boxes, booths, and all other necessary and proper stationery, voting machines, instructions, and all other equipment and supplies for holding said election and the Sheriff of the County shall see that the same are delivered to the managers or proper election officials within the time provided by law and before the day of the election.

(b) The Commission designates the places which are set forth in the form of the Notice thereof in Section 2.02 as the places of holding the election.

(c) The election shall be held and canvassed and the results of such election declared in accordance with the provisions of Article 9 of Chapter 13 of Title 16 of the Code of Alabama 1975.

(d) The Request and Petition shall be recorded in the minutes of this Commission.

(e) The officers of the Commission, including without limitation the President and Secretary, are authorized and directed to take any and all actions which are necessary, desirable, required by applicable law, or required by counsel to the Commission, to effect the purposes of this Resolution and Order.

(f) The Commission ratifies and confirms all prior action taken by or on behalf of the Commission by any officer of the Commission, with respect to the matters approved and authorized by this Resolution and Order.

## **ARTICLE 3**

### **Provisions of General Application**

#### **Section 3.01 Other Proceedings**

(a) Any resolution, order, ordinance, or part thereof, in conflict or inconsistent with the provisions of this Resolution is hereby, to the extent of such conflict or inconsistency, repealed.

(b) The provisions of Section 3.01(a) shall not operate or be construed to revive any instrument, ordinance order or resolution, or part thereof, of the Commission.

#### **Section 3.02. Effect of this Resolution**

This Resolution and Order shall take effect immediately.

Commissioner \_\_\_\_\_ moved that said Resolution #2021-086 and Order be adopted. Commissioner \_\_\_\_\_ seconded the motion. The question being put as to the adoption of said motion and passage of said Resolution and Order, the roll was called with the following results:

Ayes:           James E. Ball  
                  Joe Davis III  
                  Billie Jo Underwood  
                  Charles F. Gruber

Nays:

The Chairman declared the Resolution and Order passed and adopted.

\* \* \*

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

**Approval of Minutes:**

Each of the undersigned does hereby approve, and waive notice of, the date, time, place and purpose of the meeting of the Baldwin County Commission recorded in the above and foregoing minutes thereof and does hereby approve the form and content of the above and foregoing minutes and resolution therein.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

SEAL

Attest: \_\_\_\_\_  
County Administrator

**CERTIFICATION OF PROCEEDINGS  
AND RESOLUTION OF JUNE 15, 2021**

Baldwin County Commission

June 15, 2021  
Regular Meeting

The undersigned County Administrator of the Baldwin County Commission hereby certifies as follows:

1. I am the duly appointed, qualified and acting County Administrator of the Baldwin County Commission.
2. I have access to all original records of the Baldwin County Commission and am authorized to certify copies of such records on behalf of the Baldwin County Commission.
3. The attached pages constitute a complete, verbatim and compared copy of excerpts from a meeting of the Baldwin County Commission duly held and conducted on June 15, 2021, the original of which is in the records of the Baldwin County Commission in my custody.
4. The Resolution and Order set forth in such excerpts is a complete, verbatim and compared copy of such Resolution and Order as adopted on such date and is in full force and effect and has not been amended or repealed.

IN WITNESS WHEREOF, I have executed this Certificate under seal on behalf of the Baldwin County Commission on the above date.

\_\_\_\_\_  
County Administrator of the  
Baldwin County Commission



RECEIVED  
JUN 10 2021

## BOARD OF REGISTRARS

Baldwin County  
119 West 2nd Street  
P.O. Box 1507  
Bay Minette, AL 36507-1507  
Office (251) 937-0305  
Fax (251) 580-25221

BY: *akg*

June 9, 2021

Honorable Chairman Joe Davis III

Honorable Commissioner Jeb Ball

Honorable Commissioner Billie Jo Underwood

Honorable Commissioner Charles Gruber

Dear Mr. Chairman and Honorable Commissioners:

This is to certify that 390 names have been submitted by Baldwin County citizens for the purpose of requesting the Baldwin County Commission to take all steps necessary to hold an election for a Special 3 Mill Ad Valorem School District Tax Election in Special Tax District 5 (Robertsdale High School feeder pattern).

Our review of names, signatures and addresses has determined that there are, in excess of 200 names listed on the petition that are Baldwin County voters according to our voter registration records.

The petition pages with check marks indicating voter registration are attached for reference. Our research indicates 390 registered voters in Baldwin County from this list, and 56 names not registered or able to be verified to the required standard.

Sincerely,

Betty B. Sweet  
Chair, Baldwin County Board of Registrars

SAMUEL N. CROSBY  
GEORGE R. IRVINE, III♦  
L. BRIAN CHUNN  
SHAWN T. ALVES  
R. SCOTT LEWIS  
J. BRADFORD BOYD HICKS  
ELIZABETH CASON CHEELY♦  
CARSON I. NICOLSON  
LAURA M. COKER  
ERIN B. FLEMING  
SARAH D. YOUNG \*  
AARON N. MAPLES♦

ALSO ADMITTED IN FLORIDA \*  
ALSO ADMITTED IN LOUISIANA♦  
ALSO ADMITTED IN PENNSYLVANIA♦



**STONE CROSBY, P.C.**  
ATTORNEYS AT LAW

**BAY MINETTE OFFICE:**  
126 COURTHOUSE SQUARE  
BAY MINETTE, ALABAMA 36507  
TELEPHONE: (251) 937-2417  
FACSIMILE: (251) 937-0483

[www.STONECROSBY.com](http://www.STONECROSBY.com)

June 7, 2021

*Via Hand Delivery*  
Wayne Dyess  
Baldwin County Administrator  
322 Courthouse Square  
Bay Minette, Alabama 36507

Re: Special 3 Mill School District Tax

Dear Wayne:

Enclosed herewith are the original Petitions for Special 3 Mill Ad Valorem School District Tax Election in Special Tax District 5 (Robertsdale High School feeder pattern). We have retained copies for our records.

Sincerely,

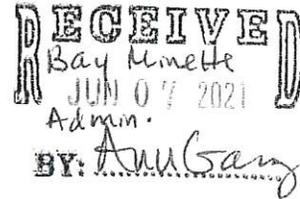
R. SCOTT LEWIS  
For the Firm

RSL/asc  
Enclosures

**DAPHNE OFFICE:**  
8820 U.S. HIGHWAY 90  
DAPHNE, ALABAMA 36526  
TELEPHONE: (251) 626-6696  
FACSIMILE: (251) 626-2617

**FOLEY OFFICE:**  
7823 HIGHWAY 59 SOUTH  
FOLEY, ALABAMA 36535  
TELEPHONE: 251-955-5155  
FAX: 251-955-5055

NORBORNE C. STONE, JR.  
1925-2011



School SPTax Dist 5

Petitioners must be registered voters in the District

PETITION FOR SPECIAL THREE-MILL AD VALOREM SCHOOL DISTRICT TAX ELECTION

TO THE BALDWIN COUNTY COMMISSION, AS GOVERNING BODY OF BALDWIN COUNTY, ALABAMA:

The undersigned request your honorable body to call and order an election to be held pursuant to Amendment No. 382 to the Constitution of Alabama of 1901, as amended ("Amendment No. 382"), and Article 9 of Chapter 13 of Title 16 of the Code of Alabama 1975, in the Central Baldwin (Am. 382) School Tax District (the "District") in Baldwin County, Alabama, the boundaries of which are described on Exhibit A attached hereto and made apart hereof by this reference thereto, on September 21, 2021, to determine whether a special ad valorem school district tax shall be levied and collected annually in the District, pursuant to Amendment No. 382 and in addition to all ad valorem taxes now or hereafter levied in the District, for public school purposes in the District for public schools under the jurisdiction of the County Board of Education of Baldwin County, Alabama at the uniform rate of thirty cents (\$0.30) on each one hundred dollars of taxable property in the District for a period of 8 years beginning with the levy for the tax year October 1, 2021 to September 30, 2022 (the tax for which year becoming due and payable on October 1, 2022) and ending with the levy for the tax year October 1, 2028 to September 30, 2029 (the tax for which year becoming due and payable on October 1, 2029).

Each of the undersigned represents that he or she is a qualified elector of the District.

1. Joseph Sharp  
Name: Joseph Sharp  
Address: 21733 Sedlock Rd  
Silverhill, AL

4. Roy S. McNeil Jr.  
Name: Roy S. McNeil Jr.  
Address: 14786 Silver Oaks Loop  
Silverhill AL  
36576

2. Benjamin Sharp  
Name: Benjamin Sharp  
Address: 21733 Sedlock Rd  
Silverhill, AL

5. Roy McNeil III  
Name: 14813 Silver Oaks Loop  
Address: Roy McNeil III

*Baldwin*  
3. Bonnie McNeil  
Name: Bonnie McNeil  
Address: 14786 Silver Oaks Loop  
Silverhill, AL  
36576

6. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Petitioners must be registered voters in the District

PETITION FOR SPECIAL THREE-MILL AD VALOREM SCHOOL DISTRICT TAX ELECTION

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Each of the undersigned represents that he or she is a qualified elector of the District.

- |   |   |
|---|---|
| ✓ 1. <u>Carolyn R. Carter</u><br>Name: <u>Carolyn R. Carter</u><br>Address: <u>25250 Baldwin B. Exp</u><br><u>Robertsdale, AL 36567</u> | X 4. <u>Tracy Nichols</u><br>Name: <u>Tracy Nichols</u><br>Address: <u>27370 Meade Trail</u><br><u>Loxley AL. 36551</u> |
| ✓ 2. <u>James Stallings</u><br>Name: <u>James Stallings</u><br>Address: <u>24773 Patterson Rd</u><br><u>Robertsdale, AL 36567</u>       | 5. _____<br>Name: _____<br>Address: _____   |
| ✓ 3. <u>Scott Carter</u><br>Name: <u>Scott Carter</u><br>Address: <u>25250 Baldwin B. Exp</u><br><u>Robertsdale, AL 36567</u>           | 6. _____<br>Name: _____<br>Address: _____   |

Petitioners must be registered voters in the District

PETITION FOR SPECIAL THREE-MILL AD VALOREM SCHOOL DISTRICT TAX ELECTION

TO THE BALDWIN COUNTY COMMISSION, AS GOVERNING BODY OF BALDWIN COUNTY, ALABAMA:

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Each of the undersigned represents that he or she is a qualified elector of the District.

1. ~~G.A.O. Z...~~  
Name: Marshall O. Dew, Jr.  
Address: 16559 Walstan Dr  
Loxley, AL 36551

4. ~~B.O.~~  
Name: Bryan Jenkins  
Address: 16936 Prods Loop  
Loxley, AL 36551

2. \_\_\_\_\_  
Name: Eunice Mikes  
Address: 27396 Boaz w  
Loxley, AL 36551

5. ~~Bryan Scott~~  
Name: Breanna Scott  
Address: ~~16936 Prods Loop~~  
~~16678 Walstan Dr, Loxley, AL 36551~~  
16678 Walstan Dr, Loxley, AL 36551

3. ~~Ronnie Willis~~  
Name: RONNIE W. WILLIAMS  
Address: 239 NORTH DR  
Loxley, AL 36551  
Northgate

6. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

fallwenter

Petitioners must be registered voters in the District

PETITION FOR SPECIAL THREE-MILL AD VALOREM SCHOOL DISTRICT TAX ELECTION

TO THE BALDWIN COUNTY COMMISSION, AS GOVERNING BODY OF BALDWIN COUNTY, ALABAMA:

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Each of the undersigned represents that he or she is a qualified elector of the District.

1. Alicia Bega  
Name: Alicia Bega  
Address: 25860 Goat Cooper Rd  
Robertsdale AL 36567
2. Theresa Phillips  
Name: Theresa Phillips  
Address: 18315 Bull Springs Rd.  
Robertsdale, AL 36567
3. Renee Racine  
Name: Renee Racine  
Address: 22341 J.A. Racine Rd.  
Robertsdale, AL  
36567
4. Kem York  
Name: \_\_\_\_\_  
Address: 21287 Cord 45  
Silverhill, AL 36574
5. Sam Orini  
Name: Sam Orini  
Address: 27330 Cord 65  
Loxley AL 36557
6. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Petitioners must be registered voters in the District

PETITION FOR SPECIAL THREE-MILL AD VALOREM SCHOOL DISTRICT TAX ELECTION

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Each of the undersigned represents that he or she is a qualified elector of the District.

- 1. ✓ [Signature]  
Name: Walter Slaughter  
Address: 29560 Co. Rd 64 Ext  
Robertsdale, AL 36567
- 2. ✓ [Signature]  
Name: Cliff Stapp  
Address: 3917 Couch Road G4  
Robertsdale, AL 36567
- 3. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_
- 4. ✓ [Signature]  
Name: Lorana P. Slaughter  
Address: 29560 Co. Rd 64 Ext  
Robertsdale, AL 36567
- 5. ✓ [Signature]  
Name: Peggy Branch  
Address: 18314 Driskell Rd  
Loxley, AL 36551
- 6. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

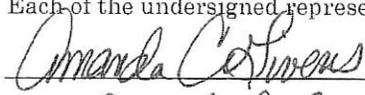
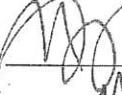
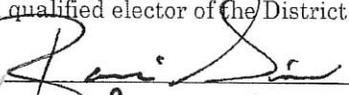
Petitioners must be registered voters in the District

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Each of the undersigned represents that he or she is a qualified elector of the District.

- 1.   
Name: Amanda C. Givens  
Address: 26801 Co Rd 71  
Robertsdale, AL 36567
- 2.   
Name: Regis Givens  
Address: 26801 County Road 71  
Robertsdale, AL 36567
- 3.   
Name: Melissa Davis  
Address: 24560 Co Rd 69  
Coxley, AL 36551
- 4.   
Name: Ronnie GIVENS  
Address: 26801 Co Rd 71  
Robertsdale, AL 36567
- 5.   
Name: Tres Givens  
Address: 18937 Florida St.  
Robertsdale, AL 36567
- 6. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Petitioners must be registered voters in the District

PETITION FOR SPECIAL THREE-MILL AD VALOREM SCHOOL DISTRICT TAX ELECTION

TO THE BALDWIN COUNTY COMMISSION, AS GOVERNING BODY OF BALDWIN COUNTY, ALABAMA:

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Each of the undersigned represents that he or she is a qualified elector of the District.

✓ 1. Donna Waters  
Name: Donna Waters  
Address: 21846 Waters Lane  
36567 Robertsdale, AL

✓ 4. Brandon Richardson  
Name: Brandon Richardson  
Address: 22230 2nd St  
Sikhli, AL 36576

XUNK 2. Cristobal A.  
Name: Cristobal Ahumada  
Address: 24462 Precious Dr  
Loxley AL

X 5. Jennifer Ganey  
Name: Jennifer Ganey  
Address: 19224 Three  
Rivers rd lot 16  
Seminole, AL 36574

XUNK 3. Seraphin Jee  
Name: Seraphin  
Address: 1074 N. Hwy 11

6. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Petitioners must be registered voters in the District

PETITION FOR SPECIAL THREE-MILL AD VALOREM SCHOOL DISTRICT TAX ELECTION

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Each of the undersigned represents that he or she is a qualified elector of the District.

- ✓ 1. Amanda Cole  
Name: Amanda Cole  
Address: 18454 Sidney Ave  
Robertsdale, AL 36567
- ✓ 2. Joshua Cole  
Name: Joshua Cole  
Address: 18454 Sidney Ave  
Robertsdale, AL 36567
- ✓ 3. Carmen Rice  
Name: 22121 Hillside Loop  
Address: Silverhill, AL  
36576

- ✓ 4. Wendy Elmore  
Name: Wendy Elmore  
Address: 17740 Driskell Rd  
Loxley AL 36551
- 5. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_
- 6. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Petitioners must be registered voters in the District

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Each of the undersigned represents that he or she is a qualified elector of the District.

1. Shonda McGord

Name: Shonda McGord  
Address: 17462 Devine Rd  
Loxley AL 36551

4. [Signature]

Name: Robert Spivey  
Address: 17950 Pennsylvania  
st Robertsdale

2. Heath Brin

Name: 23335 N. CHICAGO ST  
Address: HEATH BRIN  
Robertsdale AL 36567

5. Christian McGord

Name: Christian McGord  
Address: 17462 Devine Rd  
Loxley AL 36551

3. Cheyenne McGord

Name: Cheyenne McGord  
Address: 17462 Devine Rd  
Loxley AL 36551

6. \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Heartland is in SPT 5

Petitioners must be registered voters in the District

PETITION FOR SPECIAL THREE-MILL AD VALOREM SCHOOL DISTRICT TAX ELECTION

TO THE BALDWIN COUNTY COMMISSION, AS GOVERNING BODY OF BALDWIN COUNTY, ALABAMA:

The undersigned request your honorable body to call and order an election to be held pursuant to Amendment No. 382 to the Constitution of Alabama of 1901, as amended ("Amendment No. 382"), and Article 9 of Chapter 13 of Title 16 of the Code of Alabama 1975, in the Central Baldwin (Am. 382) School Tax District ( the "District") in Baldwin County, Alabama, the boundaries of which are described on Exhibit A attached hereto and made apart hereof by this reference thereto, on September 21, 2021, to determine whether a special ad valorem school district tax shall be levied and collected annually in the District, pursuant to Amendment No. 382 and in addition to all ad valorem taxes now or hereafter levied in the District, for public school purposes in the District for public schools under the jurisdiction of the County Board of Education of Baldwin County, Alabama at the uniform rate of thirty cents (\$0.30) on each one hundred dollars of taxable property in the District for a period of 8 years beginning with the levy for the tax year October 1, 2021 to September 30, 2022 (the tax for which year becoming due and payable on October 1, 2022) and ending with the levy for the tax year October 1, 2028 to September 30, 2029 (the tax for which year becoming due and payable on October 1, 2029).

Each of the undersigned represents that he or she is a qualified elector of the District.

1. Kim Lowery
Name: Kim Lowery
Address: 19653 Sturma Robertsdale, AL 36567

4. Brittany Mead
Name: Brittany Mead
Address: 19725-B Sturma Ln Robertsdale AL 36567

2. Tony Lowery
Name: Tony Lowery
Address: 19653 Sturma Ln Robertsdale, AL 36567

5. Name: Address:

3. JACOB MEAD
Name: JACOB MEAD
Address: 19725 STURMA LN ROBERTSDALE AL 36567

6. Name: Address:

Petitioners must be registered voters in the District

PETITION FOR SPECIAL THREE-MILL AD VALOREM SCHOOL DISTRICT TAX ELECTION

TO THE BALDWIN COUNTY COMMISSION, AS GOVERNING BODY OF BALDWIN COUNTY, ALABAMA:

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Each of the undersigned represents that he or she is a qualified elector of the District.

1. Cissy Campbell  
Name: Cissy Campbell  
Address: P.O. Box 1166  
Robertsdale AL 36567

4. Sharron Ellison  
Name: Sharron Ellison  
Address: 29200 G. Rd. 68 EXT.  
Robertsdale, AL 36567

2. Tom Ellison  
Name: Tom Ellison  
Address: 29200 G. Rd. 68 EXT.  
Robertsdale AL 36567

5. ~~\_\_\_\_\_~~  
Name: ~~\_\_\_\_\_~~  
Address: ~~\_\_\_\_\_~~

3. Dennis Collins  
Name: Dennis Collins  
Address: 29543 G. Rd. 68 EXT  
Rd. AL 36567

6. Nadine Malone  
Name: Nadine Malone  
Address: 22237 Old Brady rd  
Robertsdale AL 36567

JEFF KELLEY

Petitioners must be registered voters in the District

PETITION FOR SPECIAL THREE-MILL AD VALOREM SCHOOL DISTRICT TAX ELECTION

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Each of the undersigned represents that he or she is a qualified elector of the District.

1. ✓ Teddy Mitchell  
Name: TEDDY MITCHELL  
Address: 17497 KRENAK LN  
ROBERTSDALE, AL  
36567

2. ✓ Ashley Kucera  
Name: Ashley Kucera  
Address: 23435 Cornerstone Dr  
Loxley, AL 36551

3. X Nelson Wingo  
Name: NELSON Wingo  
Address: P.O. Box 543  
ROBERTSDALE AL  
36567

✓ John J. Kelley  
22675 Adams Dr  
Robertsdale, AL 36567

4. X Mark Padgett State  
Name: Mark Padgett  
Address: 16323 Durbin Fork Rd  
Bay Minette, AL

5. ✓ Bobby Shores  
Name: Bobby SHORES  
Address: 27628 Northch H Lane  
Robertsdale AL 36567

6. X Sandra Potts  
Name: SANDRA Potts  
Address: 19305 Horseshoe Circle  
Semunde, AL 36574

Petitioners must be registered voters in the District

PETITION FOR SPECIAL THREE-MILL AD VALOREM SCHOOL DISTRICT TAX ELECTION

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Each of the undersigned represents that he or she is a qualified elector of the District.

- |   |  |
|---|--|
| 1. <u>Ashton Brooke Jacobs</u><br>✓ Name: <u>Ashton Brooke Jacobs</u><br>Address: <u>24184 Harvester Dr.</u><br><u>Loxley, AL 36551</u> | 4. <u>Denise Cowling</u><br>✓ Name: <u>Denise Cowling</u><br>Address: <u>24713 Baldwin Beach Express</u><br><u>Robertsdale, AL 36567</u> |
| 2. <u>Fletcher Jacobs</u><br>✓ Name: <u>Fletcher Jacobs</u><br>Address: <u>24184 Harvester Dr.</u><br><u>Loxley, AL 36551</u>           | 5. _____<br>Name: _____<br>Address: _____<br>_____   |
| 3. <u>Bridget Hoffmann</u><br>✓ Name: <u>Bridget Hoffmann</u><br>Address: <u>24420 Harvester Dr.</u><br><u>Loxley, AL 36551</u>         | 6. _____<br>Name: _____<br>Address: _____<br>_____   |

Petitioners must be registered voters in the District

PETITION FOR SPECIAL THREE-MILL AD VALOREM SCHOOL DISTRICT TAX ELECTION

TO THE BALDWIN COUNTY COMMISSION, AS GOVERNING BODY OF BALDWIN COUNTY, ALABAMA:

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Each of the undersigned represents that he or she is a qualified elector of the District.

- 1. ✓ Paul M. McKinney  
Name: Paul McKinney  
Address: 18706 Kendrick Rd  
Robertsdale AL 36567
- 2. ✓ Sarah Earls  
Name: Sarah Earls  
Address: 24189 Harvester Dr.  
Loxley, AL 36551
- 3. ✓ Amber v Houston  
Name: Amber v Houston  
Address: 23823 Flowers Rd  
Robertsdale, AL 36567
- 4. ✓ Harvey Earls  
Name: Harvey Earls  
Address: 24189 Harvester Dr.  
Loxley, AL 36551
- 5. ✗ Bart Houston  
Name: Bart Houston  
Address: 23823 Flowers Rd  
Robertsdale, AL 36567
- 6. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Petitioners must be registered voters in the District

PETITION FOR SPECIAL THREE-MILL AD VALOREM SCHOOL DISTRICT TAX ELECTION

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Each of the undersigned represents that he or she is a qualified elector of the District.

1. Elliott Stanton  
Name: Elliott Stanton  
Address: 13313 CR 48  
Silverhill AL

4. Milton Stanton  
Name: Milton Stanton  
Address: 3051 Ronald Ave  
Loxley AL

2. Miranda Stanton  
Name: Miranda Stanton  
Address: 13313 CR 48  
Silverhill AL

5. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

3. Paulette Stanton  
Name: Paulette Stanton  
Address: 3051 Ronald Ave  
Loxley AL

6. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Petitioners must be registered voters in the District

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Each of the undersigned represents that he or she is a qualified elector of the District.

1. Randa Smith

Name: Randa Smith

Address: 18673 County Rd. 9  
Silverhill, AL 36576

4. \_\_\_\_\_

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

Address: \_\_\_\_\_

2. Jesse Smith

Name: Jesse Smith

Address: 18673 County Rd. 9  
Silverhill, AL 36576

5. \_\_\_\_\_

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

Address: \_\_\_\_\_

3. \_\_\_\_\_

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

Address: \_\_\_\_\_

6. \_\_\_\_\_

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

Address: \_\_\_\_\_

Petitioners must be registered voters in the District

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Each of the undersigned represents that he or she is a qualified elector of the District.

- 1. Jessica Giardin  
Name: Jessica Giardin  
Address: 22350 Beverly St.  
Robertsdale, AL 36567
- 2. Triston Sauls  
Name: Triston Sauls  
Address: 22810 AUSTIN @ 90  
Robertsdale, AL 36567
- 3. Farrrah Howington  
Name: Farrrah Howington  
Address: 27105 Avian Dr. East  
Loxley, AL 36551
- 4. Anthony Haas  
Name: Anthony Haas  
Address: 16075 Trace Dr.  
Loxley, AL 36551
- 5. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_
- 6. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Petitioners must be registered voters in the District

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Each of the undersigned represents that he or she is a qualified elector of the District.

1. [Signature]
Name: Jacquelyn C. Wilson
Address: 25113 Reynasqua Blvd
Loxley, AL 36551

4. \_\_\_\_\_
Name: \_\_\_\_\_
Address: \_\_\_\_\_

2. [Signature]
Name: Richard Giardino
Address: 22350 Beverly St
Rehoboth, AL 36567

5. \_\_\_\_\_
Name: \_\_\_\_\_
Address: \_\_\_\_\_

3. [Signature]
Name: Zachary T. Wilson
Address: 25113 Reynasqua Blvd
Loxley, AL 36551

6. \_\_\_\_\_
Name: \_\_\_\_\_
Address: \_\_\_\_\_

Petitioners must be registered voters in the District

PETITION FOR SPECIAL THREE-MILL AD VALOREM SCHOOL DISTRICT TAX ELECTION

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Each of the undersigned represents that he or she is a qualified elector of the District.

- |  |   |
|--|---|
| 1. <u>Cynthia H. Tompkins</u><br>Name: <u>Cynthia H. Tompkins</u><br>Address: <u>18039 Peachner St</u><br><u>Robertsdale, AL 36567</u> | ✓ <u>Shelly Allen</u><br>Name: <u>Shelly Allen</u><br>Address: <u>21897 Broad St.</u><br><u>Silverhill, Al. 36576</u> |
| 2. <u>Alex R. Tompkins</u><br>Name: <u>Alex R. Tompkins</u><br>Address: <u>18039 Peachner St</u><br><u>Robertsdale, AL 36567</u>       | 5. _____<br>Name: _____<br>Address: _____   |
| 3. <u>Patricia King</u><br>Name: <u>Patricia King</u><br>Address: <u>28241 Co. Rd. 65</u><br><u>Loxley, Al. 36551</u>                  | 6. _____<br>Name: _____<br>Address: _____   |

Petitioners must be registered voters in the District

PETITION FOR SPECIAL THREE-MILL AD VALOREM SCHOOL DISTRICT TAX ELECTION

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Each of the undersigned represents that he or she is a qualified elector of the District.

1. [Signature]  
Name: Raina Muelers  
Address: Po Box 436  
Robertsdale

2. [Signature]  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

3. Elizabeth Giles  
Name: [Signature]  
Address: 25908 Lakeland Dr  
Loxley, AL 36551

4. [Signature]  
Name: Brad Giles  
Address: 4179 Municipal Park  
Drive Loxley, AL 36551

5. Joe Krob  
Name: Joe Krob  
Address: PO Box 957  
Silverhill, AL 36576

6. Donna Sharp Billee  
Name: 22065 Garland Loop  
Address: 22065 Garland Loop  
Silverhill AL  
36576

Petitioners must be registered voters in the District

PETITION FOR SPECIAL THREE-MILL AD VALOREM SCHOOL DISTRICT TAX ELECTION

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Each of the undersigned represents that he or she is a qualified elector of the District.

- 1. Krissy Brown  
Name: \_\_\_\_\_  
Address: 25267 Raynagua Blvd  
Loxley, AL 36551
- 2. Stacy Wiggins  
Name: \_\_\_\_\_  
Address: 24158 Honest Ln  
Loxley AL 36551
- 3. Kyle Stanford  
Name: \_\_\_\_\_  
Address: 22761 Gilise Ave  
Robertsdale, AL 36567
- 4. Dena Caldwell  
Name: Dena Caldwell  
Address: 29390 Loper Road  
Loxley, AL 36551
- 5. Misty Gonzalez  
Name: \_\_\_\_\_  
Address: 14249 Sierra ct.  
Summerville, AL 36580
- 6. Roma Kerry  
Name: ROMA KERRY  
Address: 25461 Lakeland Dr.  
Loxley, AL 36551

Memphis-5

Petitioners must be registered voters in the District

PETITION FOR SPECIAL THREE-MILL AD VALOREM SCHOOL DISTRICT TAX ELECTION

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Each of the undersigned represents that he or she is a qualified elector of the District.

- ✓ I 1. [Signature]  
Name: Joseph Driver  
Address: 21462 Co Rd 64  
Robertsdale AL 36567
- ✓ 2. [Signature]  
Name: Sam Driver  
Address: 27330 Co Rd 65  
Loxley AL 36551
- ✓ 3. [Signature]  
Name: CARL E. JOHNSON  
Address: 16145 No. AVE  
SILVERHILL, AL 36576

- X 4. [Signature]  
Name: Nancy Conithers  
Address: 17755 Kuchak Ln  
Robertsdale, AL 36567
- 5. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_
- 6. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Petitioners must be registered voters in the District

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Each of the undersigned represents that he or she is a qualified elector of the District.

1. [Signature]
Name: Todd Carnley
Address: 22175 Cain Rd. Silverhill, AL 36576

2. [Signature]
Name: Karen Carnley
Address: 22175 Cain Rd. Silverhill, AL 36576

3.
Name:
Address:

4.
Name:
Address:

5.
Name:
Address:

6.
Name:
Address:

Petitioners must be registered voters in the District

PETITION FOR SPECIAL THREE-MILL AD VALOREM SCHOOL DISTRICT TAX ELECTION

TO THE BALDWIN COUNTY COMMISSION, AS GOVERNING BODY OF BALDWIN COUNTY, ALABAMA:

The undersigned request your honorable body to call and order an election to be held pursuant to Amendment No. 382 to the Constitution of Alabama of 1901, as amended ("Amendment No. 382"), and Article 9 of Chapter 13 of Title 16 of the Code of Alabama 1975, in the Central Baldwin (Am. 382) School Tax District (the "District") in Baldwin County, Alabama, the boundaries of which are described on Exhibit A attached hereto and made apart hereof by this reference thereto, on September 21, 2021, to determine whether a special ad valorem school district tax shall be levied and collected annually in the District, pursuant to Amendment No. 382 and in addition to all ad valorem taxes now or hereafter levied in the District, for public school purposes in the District for public schools under the jurisdiction of the County Board of Education of Baldwin County, Alabama at the uniform rate of thirty cents (\$0.30) on each one hundred dollars of taxable property in the District for a period of 8 years beginning with the levy for the tax year October 1, 2021 to September 30, 2022 (the tax for which year becoming due and payable on October 1, 2022) and ending with the levy for the tax year October 1, 2028 to September 30, 2029 (the tax for which year becoming due and payable on October 1, 2029).

Each of the undersigned represents that he or she is a qualified elector of the District.

- 1. Tammy Morrison
Name: Tammy Morrison
Address: 30084 Riverlake RD Seminole AL 36574
4.
Name:
Address:
2. Amber Morrison
Name: Amber Morrison
Address: 29820 US Hwy 90 Seminole AL 36574
5.
Name:
Address:
3. Ian Morrison
Name: IAN MORRISON
Address: 22170 KENDRICK LN ROBERTSDALE AL 36507
6.
Name:
Address:

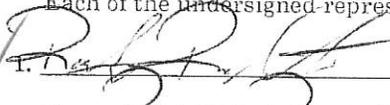
Petitioners must be registered voters in the District

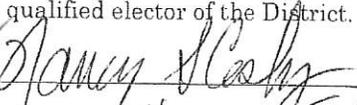
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Each of the undersigned represents that he or she is a qualified elector of the District.

1.   
Name: RANDY ROBERTSON  
Address: 19860 BOULDER LN.  
ROBERTSDALE AL. 36567

4.   
Name: Nancy S. Cosby  
Address: 17349 Co Rd 48  
Robertsdale, AL 36567

2. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

5. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

3. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

6. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Petitioners must be registered voters in the District

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Each of the undersigned represents that he or she is a qualified elector of the District.

1. Jennifer Peters  
Name: Jennifer Peters  
Address: 22567 Nana Loop W  
Silvock, AL 36576

2. Anne Wofford  
Name: Anne Wofford  
Address: 24798A Co Rd 71  
Robertsdale, AL 36567

3. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

4. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

5. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

6. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

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Each of the undersigned represents that he or she is a qualified elector of the District.

- 1. Laura Lambeth  
Name: \_\_\_\_\_  
Address: 20301 Baldwin Beach Exp  
Robertsdale, Al  
36567
- 2. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_
- 3. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_
- 4. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_
- 5. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_
- 6. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

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Each of the undersigned represents that he or she is a qualified elector of the District.

1. [Signature]
Name: Aaron Bosley
Address: 19886 Southfield Dr.
Robertsdale, AL 36567

4.
Name:
Address:

2.
Name:
Address:

5.
Name:
Address:

3.
Name:
Address:

6.
Name:
Address:

Petitioners must be registered voters in the District

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Each of the undersigned represents that he or she is a qualified elector of the District.

1. Betty Heinen  
Name: Betty Heinen  
Address: 2265 1/2 Garland Loop  
Silverhill

4. Joe Sharp  
Name: Joseph Sharp  
Address: 21555 Sedlack Rd  
Silverhill AL 36576

2. Deanna Sharp  
Name: Deanna Sharp  
Address: 21555 Sedlack Rd  
Silverhill, AL 36576

5. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

3. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

6. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

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Each of the undersigned represents that he or she is a qualified elector of the District.

1. [Signature]
Name: Arielle Spivey
Address: 17950 Pennsylvania St
Robertsdale, AL 36567

4. [Signature]
Name: Robert Spivey
Address: 17950 Pennsylvania St
Robertsdale AL 36567

2.
Name:
Address:

5.
Name:
Address:

3.
Name:
Address:

6.
Name:
Address:

Petitioners must be registered voters in the District

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Each of the undersigned represents that he or she is a qualified elector of the District.

X 1. [Signature]  
Name: Brunilda Vega  
Address: 23835-A Co. Rd. 87  
Robertsdale, AL 36567

✓ 2. [Signature]  
Name: Chelsea Middleton  
Address: 25304 Lakeland Dr.  
LOXLEY, AL 36551

3. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

4. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

5. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

6. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

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Each of the undersigned represents that he or she is a qualified elector of the District.

✓ 1. [Signature]  
Name: [Signature]  
Address: 23583 Harvest Creek  
Robertsdale, AL

X 2. [Signature]  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

3. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

4. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

5. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

6. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

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Each of the undersigned represents that he or she is a qualified elector of the District.

- 1. Anna R Tabb  
Name: Anna R Tabb  
Address: 28200 Fnto Lay Rd  
Loxley, AL 36551
- 2. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_
- 3. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_
- 4. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_
- 5. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_
- 6. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

✓  
Iv(s)  
Moved from  
Iv(s) 24323 Rainwater Blvd  
Loxley, AL 36551

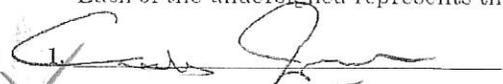
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Each of the undersigned represents that he or she is a qualified elector of the District.



Name: Curtis Johnson

Address: 21009 Gibbs + Spivey Rd. Robertsdale, AL 36567

SPT 10/14

4. \_\_\_\_\_

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

Address: \_\_\_\_\_

2. \_\_\_\_\_

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

Address: \_\_\_\_\_

5. \_\_\_\_\_

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

Address: \_\_\_\_\_

3. \_\_\_\_\_

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

Address: \_\_\_\_\_

6. \_\_\_\_\_

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Address: \_\_\_\_\_

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Each of the undersigned represents that he or she is a qualified elector of the District.



1. PKK  
Name: PK LYNN  
Address: 15411 VASKO RD  
SILVERHILL, AL

4. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

5. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

3. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

6. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

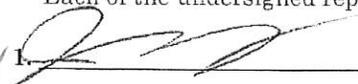
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Each of the undersigned represents that he or she is a qualified elector of the District.

✓ 1.   
Name: Justin Murray  
Address: 22577 College Ave.  
Robertsdale Al. 36567

4. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

5. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

3. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

6. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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Each of the undersigned represents that he or she is a qualified elector of the District.

- 1. Paula M Wilson
Name: Paula M Wilson
Address: 86 Meadowood Dr Loxley Al. 36551
4.
Name:
Address:
2. Richard Lee Wilson
Name: Richard Lee Wilson
Address: 86 Meadowood Dr Loxley Al. 36551
5.
Name:
Address:
3.
Name:
Address:
6.
Name:
Address:

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PETITION FOR SPECIAL THREE-MILL AD VALOREM SCHOOL DISTRICT TAX ELECTION

TO THE BALDWIN COUNTY COMMISSION, AS GOVERNING BODY OF BALDWIN COUNTY, ALABAMA:

The undersigned request your honorable body to call and order an election to be held pursuant to Amendment No. 382 to the Constitution of Alabama of 1901, as amended ("Amendment No. 382"), and Article 9 of Chapter 13 of Title 16 of the Code of Alabama 1975, in the Central Baldwin (Am. 382) School Tax District (the "District") in Baldwin County, Alabama, the boundaries of which are described on Exhibit A attached hereto and made apart hereof by this reference thereto, on September 21, 2021, to determine whether a special ad valorem school district tax shall be levied and collected annually in the District, pursuant to Amendment No. 382 and in addition to all ad valorem taxes now or hereafter levied in the District, for public school purposes in the District for public schools under the jurisdiction of the County Board of Education of Baldwin County, Alabama at the uniform rate of thirty cents (\$0.30) on each one hundred dollars of taxable property in the District for a period of 8 years beginning with the levy for the tax year October 1, 2021 to September 30, 2022 (the tax for which year becoming due and payable on October 1, 2022) and ending with the levy for the tax year October 1, 2028 to September 30, 2029 (the tax for which year becoming due and payable on October 1, 2029).

Each of the undersigned represents that he or she is a qualified elector of the District.

1. [Signature]
Name: Linda Hoase
Address: 29391 Lopez RD
Loxley AL 36551

4. \_\_\_\_\_
Name: \_\_\_\_\_
Address: \_\_\_\_\_

2. \_\_\_\_\_
Name: \_\_\_\_\_
Address: \_\_\_\_\_

5. \_\_\_\_\_
Name: \_\_\_\_\_
Address: \_\_\_\_\_

3. \_\_\_\_\_
Name: \_\_\_\_\_
Address: \_\_\_\_\_

6. \_\_\_\_\_
Name: \_\_\_\_\_
Address: \_\_\_\_\_

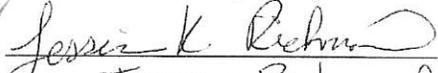
Petitioners must be registered voters in the District

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Each of the undersigned represents that he or she is a qualified elector of the District.

- 1.   
Name: Jessica Richmond  
Address: 29750 Cordel Rd  
Rebertsdale, AL 36567
- 2. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_
- 3. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_
- 4. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_
- 5. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_
- 6. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

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Each of the undersigned represents that he or she is a qualified elector of the District.

1. Rene Superst  
Name: Rene Superst  
Address: 22350 McPhillips  
Loxley, AL 36851

4. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

2. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

5. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

3. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

6. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

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Each of the undersigned represents that he or she is a qualified elector of the District.

- 1. Robin Spoon  
Name: Robin Spoon  
Address: 22402 Buck Rd  
Robertsdale, AL 36567
- 2. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_
- 3. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_
- 4. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_
- 5. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_
- 6. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

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Each of the undersigned represents that he or she is a qualified elector of the District.

1. Alissa Murphy

Name: Alissa Murphy

Address: 29970 Lopez Rd  
Loxley, AL 36551

4. \_\_\_\_\_

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

Address: \_\_\_\_\_

2. \_\_\_\_\_

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

Address: \_\_\_\_\_

5. \_\_\_\_\_

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

Address: \_\_\_\_\_

3. \_\_\_\_\_

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

Address: \_\_\_\_\_

6. \_\_\_\_\_

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

Address: \_\_\_\_\_

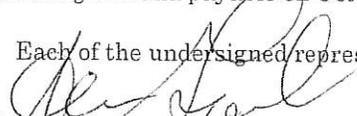
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Each of the undersigned represents that he or she is a qualified elector of the District.

- 1.   
Name: Alecia Granle  
Address: 25232 Landmark Ave  
Loxley, AL 36651
- 2. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_
- 3. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_
- 4. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_
- 5. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_
- 6. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

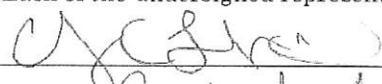
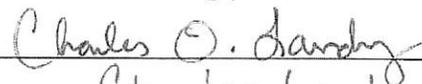
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- 1.   
Name: Candy Landry  
Address: 24341 Gemstone Dr.  
Loxley, AL 36551
- 2.   
Name: Charles Landry  
Address: 24341 Gemstone Dr  
Loxley, AL 36551
- 3. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_
- 4. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_
- 5. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_
- 6. \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

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Each of the undersigned represents that he or she is a qualified elector of the District.

1. Julie Fincher
Name: Julie Fincher
Address: 23165 Rowls Rd
Lexley, AL 36551

4.
Name:
Address:

2.
Name:
Address:

5.
Name:
Address:

3.
Name:
Address:

6.
Name:
Address:

Petitioners must be registered voters in the District

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Each of the undersigned represents that he or she is a qualified elector of the District.

✓ 1. \_\_\_\_\_  
Name: Dale Cooper  
Address: 25075 Co. Rd. 49  
Loxley AL 36551

X 2. Red Kirkman  
Name: 16277 Trace Dr  
Address: Loxley AL 36551

X 3. Amy Krob  
Name: Amy B. Krob  
Address: P.O. Box 957  
Silverhill, AL  
36576  
Heathrow

✓ 4. Ken Beam  
Name: AARON BEAM  
Address: 16848 Black Devine  
Loxley, AL 36551

✓ 5. Gay Wilson  
Name: Gay Wilson  
Address: 5137 Glenshire Dr  
Loxley, AL 36551

✓ 6. John Prochaska  
Name: JOHN PROCHASKA  
Address: 5137 Glenshire Dr  
Loxley 36551

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Each of the undersigned represents that he or she is a qualified elector of the District.

✓ 1. Janet Stewart  
Name: Janet Stewart  
Address: 27146 Avian Dr West  
Loxley, AL 36551

✓ 2. Michael S. Stewart  
Name: Michael S. Stewart  
Address: 27146 Avian Dr. West  
Loxley, AL 36551

✓ 3. Ramona Thames  
Name: Ramona Thames  
Address: 18793 Canvasback Dr  
Loxley AL 36551

X 4. James Heuman  
Name: James Heuman  
Address: 14567 Silver Oaks  
Loop 36576, Silverhill AL

✓ 5. Rebecca Cissel Rebecca Cissel  
Name: Rebecca Cissel  
Address: 21689 Shadowbrook St  
Robertsdale, AL 36567

✓ 6. Rebecca M Bell  
Name: Rebecca M. Bell  
Address: 110909 Prado Loop  
Loxley, AL 36551

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Each of the undersigned represents that he or she is a qualified elector of the District.

- ✓ 1. Phillip Fountain  
Name: Phillip Fountain  
Address: 14564 Holston Ln  
Silverhill, AL 36576
- ✓ 2. Michelle Fountain  
Name: Michelle Fountain  
Address: 14564 Holston Ln S  
Silverhill, AL 36576
- ✓ 3. Shannon Densmore  
Name: Shannon Densmore  
Address: 15367 House Ln  
Silverhill, AL 36576
- X 4. Ben Densmore  
Name: Ben Densmore  
Address: 15367 House Ln  
Silverhill, AL 36576
- ✓ 5. Wayne Fountain  
Name: Wayne Fountain  
Address: 21200 Sedlack Rd  
Silverhill, AL 36576
- ✓ 6. Connie Fountain  
Name: Connie Fountain  
Address: 21200 Sedlack Rd.  
Silverhill, AL 36576

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Each of the undersigned represents that he or she is a qualified elector of the District.

1.  Name: Reagan Scroggins  
Address: 21440 Hwy 59  
Robertsdale, AL 36567
2.  Name: Simmie Fidler Jr  
Address: 20735 Bohemian Hall Rd  
Silverhill AL, 36576
3.  Name: Jayne Fidler  
Address: 20725 Bohemian Hall Rd  
Silverhill, AL 36576
4.  Name: Juan E Fidler  
Address: 20225 Bohemian Hall Rd  
Silverhill, AL 36576
5.  Name: Carol Clendenen  
Address: 19107 Hagler St  
Robertsdale, AL 36567
6.  Name: Michelle Lynn  
Address: 15411 Vaske Rd.  
Silverhill, AL 36576

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Each of the undersigned represents that he or she is a qualified elector of the District.

1. Edward Theodore  
Name: EH  
Address: P.O. Box 244  
Robertsdale, AL 36567
2. Jeff Wendham  
Name: Jeff Wendham  
Address: 108 Destrebe Rd.  
Fairhope, AL 36532
3. Hunter Theodore  
Name: Hunter Theodore  
Address: P.O. Box 244  
Robertsdale, AL  
36567
4. Brooke Butler  
Name: Brooke Butler  
Address: 23115 Styron Lane  
Robertsdale, AL 36507
5. Connie Glassford  
Name: Connie Glassford  
Address: 13690 Whately Rd  
Silverhill, AL 36576
6. Mark Glassford  
Name: Mark Glassford  
Address: 13690 Whately Rd  
Silverhill, AL 36576

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Each of the undersigned represents that he or she is a qualified elector of the District.

1. Heather Williams  
Name: Heather Williams  
Address: 23920 County Rd 65  
Robertsdale, AL 36567

2. Shelley Roach (moore)  
Name: Shelley Roach  
Address: 19170 County 9  
Silver Hill AL 36576

3. August Carter  
Name: August Carter  
Address: 24293 A Co. Rd 87  
Robertsdale AL 36567

4. Chris Henry Sr  
Name: Chris Henry Sr  
Address: 1099 South Oak St  
Loxley, AL 36651

5. Jason Roach  
Name: Jason Roach  
Address: Silver Hill, AL 36576  
19170 County Rd 9

6. John Carter  
Name: John Carter  
Address: 24293 A County Road 87  
Robertsdale AL 36567

Petitioners must be registered voters in the District

PETITION FOR SPECIAL THREE-MILL AD VALOREM SCHOOL DISTRICT TAX ELECTION

TO THE BALDWIN COUNTY COMMISSION, AS GOVERNING BODY OF BALDWIN COUNTY, ALABAMA:

The undersigned request your honorable body to call and order an election to be held pursuant to Amendment No. 382 to the Constitution of Alabama of 1901, as amended ("Amendment No. 382"), and Article 9 of Chapter 13 of Title 16 of the Code of Alabama 1975, in the Central Baldwin (Am. 382) School Tax District ( the "District") in Baldwin County, Alabama, the boundaries of which are described on Exhibit A attached hereto and made apart hereof by this reference thereto, on September 21, 2021, to determine whether a special ad valorem school district tax shall be levied and collected annually in the District, pursuant to Amendment No. 382 and in addition to all ad valorem taxes now or hereafter levied in the District, for public school purposes in the District for public schools under the jurisdiction of the County Board of Education of Baldwin County, Alabama at the uniform rate of thirty cents (\$0.30) on each one hundred dollars of taxable property in the District for a period of 8 years beginning with the levy for the tax year October 1, 2021 to September 30, 2022 (the tax for which year becoming due and payable on October 1, 2022) and ending with the levy for the tax year October 1, 2028 to September 30, 2029 (the tax for which year becoming due and payable on October 1, 2029).

Each of the undersigned represents that he or she is a qualified elector of the District.

1. Scottie Wilson  
Name: Scottie Wilson  
Address: 21121 Emperor Andrews Ln  
Silverhill, AL 36576

4. Margene McDonald  
Name: Margene McDonald  
Address: 18059 Sand Diego Ct  
Robertsdale, AL 36567

2. Madison Sciocchetti  
Name: Madison Sciocchetti  
Address: 19720 Sandstone Lane  
Robertsdale, AL 36567

5. Stephanie Granger  
Name: Stephanie Granger  
Address: 19720 Sandstone Lane  
Robertsdale, AL 36567

3. Megan Dubois  
Name: Megan Dubois  
Address: 18711 Wilbur St  
Robertsdale AL

6. Fenny Thomas  
Name: Fenny Thomas  
Address: 18711 Wilbur St  
Robertsdale  
36567

⑤ Outlook

Petitioners must be registered voters in the District

PETITION FOR SPECIAL THREE-MILL AD VALOREM SCHOOL DISTRICT TAX ELECTION

TO THE BALDWIN COUNTY COMMISSION, AS GOVERNING BODY OF BALDWIN COUNTY, ALABAMA:

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Each of the undersigned represents that he or she is a qualified elector of the District.

1. Ruby Wilson  
Name: Ruby Wilson  
Address: 211 21 Emperor Andrews  
Silverhill, AL 36576

2. Sue Simmons  
Name: Sue Simmons  
Address: 23267 Wilson Dr.  
Loxley, AL 36551

3. Richard A. Geiger  
Name: Rick Geiger  
Address: 23144 Wilson Dr  
Loxley, AL 36551

4. Sarah Geiger  
Name: Sarah Geiger  
Address: 23144 Wilson Dr.  
Loxley, AL 36551

5. William Knopkey III  
Name: Bill Knopkey  
Address: 23377 Wilson Dr  
Loxley, AL 36551

6. Susan Gruber  
Name: 16122 Co Rd 54  
Address: Loxley AL  
36551

Petitioners must be registered voters in the District

PETITION FOR SPECIAL THREE-MILL AD VALOREM SCHOOL DISTRICT TAX ELECTION

TO THE BALDWIN COUNTY COMMISSION, AS GOVERNING BODY OF BALDWIN COUNTY, ALABAMA:

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Each of the undersigned represents that he or she is a qualified elector of the District.

1.

Mary C Sharp  
Name: Mary Claire Sharp  
Address: 21733 Sedlack Rd.  
Silverhill, Al. 36576

4.

David S. O'Brian  
Name: David S. O'Brian  
Address: 20144 Heathrow Dr.  
Silverhill, AL 36576

2.

Mary L. Kuklo  
Name: Mary L. Kuklo  
Address: 20327 Cty Rd 55  
Silverhill, Al 36576

5.

Daniel Bartwell  
Name: Daniel Bartwell  
Address: 15451 North Blvd  
Silverhill, AL 36576

3.

Rebecca L. O'Brian  
Name: Rebecca L. O'Brian  
Address: 20144 Heathrow Dr.  
Silverhill, Al. 36576

6.

Diane H. Lores  
Name: Diane H. Lores  
Address: 14714 Holston Ln. North  
Silverhill, Al.  
36576

Petitioners must be registered voters in the District

PETITION FOR SPECIAL THREE-MILL AD VALOREM  
SCHOOL DISTRICT TAX ELECTION

TO THE BALDWIN COUNTY COMMISSION, AS GOVERNING BODY OF BALDWIN COUNTY,  
ALABAMA:

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Each of the undersigned represents that he or she is a qualified elector of the District.

1. Alicia M. Giler  
Name: Alicia Giler  
Address: 4179 Municipal Park Dr  
Loxley, AL 36551

2. Karen Withersington  
Name: Karen Withersington  
Address: P.O. Box 566 (23595 Fairbank)  
Robertsdale, AL 36567

3. Stacey Mashburn  
Name: Stacey Mashburn  
Address: 23189 Co. Rd. 625  
Robertsdale, AL 36567

4. Erin Curtis  
Name: Erin Curtis  
Address: 18740 E. Hammond St.  
Robertsdale, AL 36567

5. Amber McInvale  
Name: Amber McInvale  
Address: 27152 Avian Drive E  
Loxley AL 36551

6. Will McInvale  
Name: Will McInvale  
Address: 27152 Avian Drive E  
Loxley AL 36551

Petitioners must be registered voters in the District

PETITION FOR SPECIAL THREE-MILL AD VALOREM SCHOOL DISTRICT TAX ELECTION

TO THE BALDWIN COUNTY COMMISSION, AS GOVERNING BODY OF BALDWIN COUNTY, ALABAMA:

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Each of the undersigned represents that he or she is a qualified elector of the District.

1. Justus Harrey  
Name: Justus Harrey  
Address: 18740 E. Hammond St.  
Robertsdale, AL 36567

4. Charlene Garner  
Name: Charlene Garner  
Address: 21308 West Blvd  
Silverhill AL 36586

2. Carla Lucas  
Name: Carla Lucas  
Address: 24957 Co Rd 87  
Robertsdale, AL

5. Missy Taylor  
Name: Missy Taylor  
Address: P.O. Box 1016  
Robertsdale, AL 36567

3. Johnny Ray Lucas  
Name: Johnny Ray Lucas  
Address: 24957 Co Rd 87  
Robertsdale, AL  
36567

6. Terri Johnson  
Name: Terri Johnson  
Address: 21009 Glassy Spirey Rd.  
Robertsdale, AL 36567

SP104 (4)

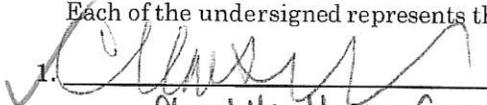
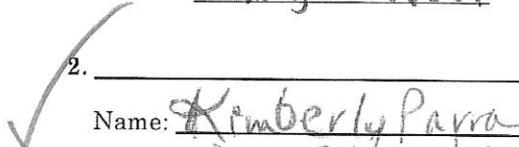
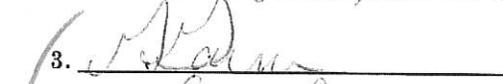
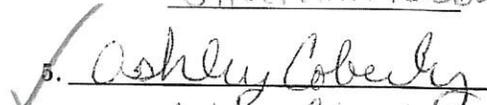
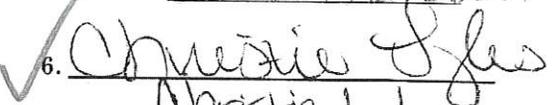
Petitioners must be registered voters in the District

PETITION FOR SPECIAL THREE-MILL AD VALOREM SCHOOL DISTRICT TAX ELECTION

TO THE BALDWIN COUNTY COMMISSION, AS GOVERNING BODY OF BALDWIN COUNTY, ALABAMA:

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Each of the undersigned represents that he or she is a qualified elector of the District.

1.   
Name: Charlotte Koehn Gray  
Address: 25473 Lakeland Dr  
Loxley AL 36551
2.   
Name: Kimberly Parra  
Address: 32277 Riverlake Rd.  
Seminole, AL 36574
3.   
Name: Grace Garner  
Address: 21305 West Blvd  
Silverhill, AL 36576
4.   
Name: Randall Garner  
Address: 21305 West Blvd  
Silverhill AL 36576
5.   
Name: Ashley Coberry  
Address: 19835 Vaughn Rd  
Seminole, AL 36574
6.   
Name: Christie Lyles  
Address: 16200 S. Blvd.  
Silverhill, AL  
36576

Petitioners must be registered voters in the District

PETITION FOR SPECIAL THREE-MILL AD VALOREM SCHOOL DISTRICT TAX ELECTION

TO THE BALDWIN COUNTY COMMISSION, AS GOVERNING BODY OF BALDWIN COUNTY, ALABAMA:

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Each of the undersigned represents that he or she is a qualified elector of the District.

1. [Signature]  
Name: Dana Stacey  
Address: 25855 Chehe Tr  
Robertsdale, AL  
36567
2. [Signature]  
Name: Chance E Coleman  
Address: 21589 River Road Robertsdale  
AL 36567
3. [Signature]  
Name: Briana Coleman  
Address: 21589 River Road  
Robertsdale AL 36567
4. [Signature]  
Name: Dennis A. Daniels  
Address: 18687 E. Hammond St.  
Robertsdale, AL 36567
5. [Signature]  
Name: Jay Richard  
Address: 21456 osborn way  
Robertsdale AL 36567
6. [Signature]  
Name: Patty Hill  
Address: 23270 County RD 64  
Robertsdale AL 36567

Petitioners must be registered voters in the District

PETITION FOR SPECIAL THREE-MILL AD VALOREM SCHOOL DISTRICT TAX ELECTION

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Each of the undersigned represents that he or she is a qualified elector of the District.

1. Chebea Laughman  
Name: Chebea Laughman  
Address: 22892 County Rd  
W Robertsdale AL  
36567

2. Brandon Laughman  
Name: Brandon Laughman  
Address: 22892 County Rd W  
Robertsdale AL 36567

3. Katrina Byrd  
Name: Katrina Byrd  
Address: 19877 Lowery Dr  
Robertsdale AL 36567

4. Billy Byrd  
Name: Billy Byrd  
Address: 19877 Lowery Dr  
Rdale 36567

5. Permon Byrd  
Name: Permon Byrd  
Address: 22480 W Rd 64  
Robertsdale

6. Mike Hall  
Name: Mike Hall  
Address: 22480 W Rd 64  
Robertsdale

Petitioners must be registered voters in the District

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Each of the undersigned represents that he or she is a qualified elector of the District.

✓ 1. Matt Catchfield  
Name: Sabrina  
Address: 26490 CR 69  
Loxley

✓ 4. Chase Lee  
Name: Chase Lee  
Address: 20360 CR 62N  
36567

✓ 2. Sabrina Catchfield  
Name: 26490 CR 69  
Address: Loxley

✓ 5. \_\_\_\_\_  
Name: Kim Raily  
Address: 26418 R J Rd  
P. J. Lake AL

✓ 3. Hilary Lee  
Name: Hilary Lee  
Address: 20360 C.R 62N  
36567

✓ 6. Jod Raily  
Name: 26418 R J Rd  
Address: P. J. Lake AL 36567

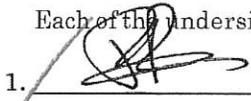
Petitioners must be registered voters in the District

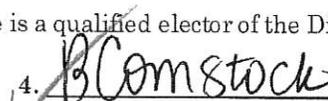
PETITION FOR SPECIAL THREE-MILL AD VALOREM SCHOOL DISTRICT TAX ELECTION

TO THE BALDWIN COUNTY COMMISSION, AS GOVERNING BODY OF BALDWIN COUNTY, ALABAMA:

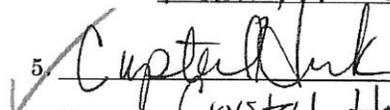
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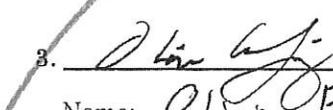
Each of the undersigned represents that he or she is a qualified elector of the District.

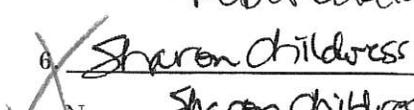
1.   
Name: Patricia Rush  
Address: 19620 Quartz Ln  
Robertsdale AL 36520 <sup>CO Rd 14 (5)</sup>

4.   
Name: Brittany Comstock  
Address: 20750 CO RD 14  
R'dale, AL 36567 <sup>Formerly SPT 045</sup>

2.   
Name: Jonathan Frazier  
Address: 25394 Grant Cooper  
Robertsdale, AL 36567

5.   
Name: Crystal Hawk  
Address: 27275 Campbell  
Robertsdale, AL 36567

3.   
Name: Olivia Frazier  
Address: 25394 Grant Cooper  
Robertsdale, AL 36567

6.   
Name: Sharon Childress  
Address: P.O. BOX 905  
LOXLEY, AL 36557  
? District

Petitioners must be registered voters in the District

PETITION FOR SPECIAL THREE-MILL AD VALOREM SCHOOL DISTRICT TAX ELECTION

TO THE BALDWIN COUNTY COMMISSION, AS GOVERNING BODY OF BALDWIN COUNTY, ALABAMA:

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Each of the undersigned represents that he or she is a qualified elector of the District.

✓ 1. Joni Coblerly  
Name: Joni Coblerly  
Address: 19837 Vaughn  
Seminole, AL 36574

4. Jaimie Coblerly  
Name: Jaimie Coblerly  
Address: 20265 Erin Pond Rd  
Seminole, Alabama 36574

not this address - put in 5

✓ 2. Kelly Coblerly  
Name: Kelly Coblerly  
Address: 19837 Vaughn Rd.  
Seminole, AL 36574

5. Alysa Coblerly  
Name: 20265 Erin Pdl Rd  
Address: Seminole, AL 36574  
Alysa Coblerly

not this address - put in 5

✓ 3. Jolanne B. Presley  
Name: Jolanne B Presley  
Address: 20265 Erin Pond Rd  
Seminole, AL 36574

✓ 6. James Coblerly  
Name: 19828 VAUGHN RD  
Address: SEMINOLE, AL 36574  
James Coblerly

Petitioners must be registered voters in the District

PETITION FOR SPECIAL THREE-MILL AD VALOREM SCHOOL DISTRICT TAX ELECTION

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Each of the undersigned represents that he or she is a qualified elector of the District.

✓ 1. C Blanco  
Name: Cynthia Blanco  
Address: 19190 Cordway  
Loxley, AL 36551

4. C Cunningham  
Name: Courtney Cunningham  
Address: 24071 Raynagua Blvd.  
Loxley, AL 36551 *wrong address out*

✓ 2. Devanie Ellison  
Name: Devanie Ellison  
Address: 21203 Farmers Ln  
Robertsdale, AL 36567

✓ 5. Cynthia Duke  
Name: Cynthia Duke  
Address: 35020 Grigger Rd.  
Robertsdale, AL 36567

✓ 3. Hope Sommer  
Name: Hope Sommer  
Address: 22605 Nana Loop  
Silverhill, AL 36576

✓ 6. Cindy Trawick  
Name: Cindy Trawick  
Address: 8. 19350A County Road 64  
Loxley, AL 36551

Petitioners must be registered voters in the District

PETITION FOR SPECIAL THREE-MILL AD VALOREM SCHOOL DISTRICT TAX ELECTION

TO THE BALDWIN COUNTY COMMISSION, AS GOVERNING BODY OF BALDWIN COUNTY, ALABAMA:

The undersigned request your honorable body to call and order an election to be held pursuant to Amendment No. 382 to the Constitution of Alabama of 1901, as amended ("Amendment No. 382"), and Article 9 of Chapter 13 of Title 16 of the Code of Alabama 1975, in the Central Baldwin (Am. 382) School Tax District (the "District") in Baldwin County, Alabama, the boundaries of which are described on Exhibit A attached hereto and made apart hereof by this reference thereto, on September 21, 2021, to determine whether a special ad valorem school district tax shall be levied and collected annually in the District, pursuant to Amendment No. 382 and in addition to all ad valorem taxes now or hereafter levied in the District, for public school purposes in the District for public schools under the jurisdiction of the County Board of Education of Baldwin County, Alabama at the uniform rate of thirty cents (\$0.30) on each one hundred dollars of taxable property in the District for a period of 8 years beginning with the levy for the tax year October 1, 2021 to September 30, 2022 (the tax for which year becoming due and payable on October 1, 2022) and ending with the levy for the tax year October 1, 2028 to September 30, 2029 (the tax for which year becoming due and payable on October 1, 2029).

Each of the undersigned represents that he or she is a qualified elector of the District.

- ✓ 1. AKilgore  
Name: Amber Kilgore  
Address: 20630 Co Rd 64  
Robertdale AL 36567
- ✓ 2. Mary Jane Collins  
Name: Mary Jane Collins  
Address: 29593 Co. Rd. 68 EXT.  
Robertsdale, AL  
36567
- ✓ 3. JAN BLAIR Jan Blair  
Name: Jan Blair  
Address: 23162 COUNTY RD 64  
ROBERTSDALE, AL  
36567.

4. MARTY BLAIR  
Name: MARTY BLAIR  
Address: 23162 COUNTY RD 64  
ROBERTSDALE, AL  
36567  
*not address put in 5*
5. Cindsey D. Lawrence  
Name: Cindsey D. Lawrence  
Address: 141 N. Wern Lane  
Robertsdale, AL 36567  
*not registered*
6. Rodney Lawrence  
Name: Rodney Lawrence  
Address: 141 Wern Lane  
Robertsdale, AL 36567  
*no registered*

Petitioners must be registered voters in the District

PETITION FOR SPECIAL THREE-MILL AD VALOREM SCHOOL DISTRICT TAX ELECTION

TO THE BALDWIN COUNTY COMMISSION, AS GOVERNING BODY OF BALDWIN COUNTY, ALABAMA:

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Each of the undersigned represents that he or she is a qualified elector of the District.

✓ 1. Kim Rush

Name: Kim Rush  
Address: 21281 County Rd 68  
Robertsdale, AL

✓ 4. Karin Harms

Name: Karin Harms  
Address: 26965 Ard Rd  
Robertsdale, AL

✓ 2. Doris J. Ward

Name: Doris J. Ward  
Address: 21510 River Rd  
Robertsdale 36567

✓ 5. Desiree McGilvray

Name: Desiree McGilvray  
Address: 22248 Cl 68th  
Robertsdale, AL 36567

✓ 3. Joseph A. Benton

Name: Joseph A. Benton  
Address: 22351 Co Rd 68  
Robertsdale AL 36567

6. Darlene Comstock

Name: Darlene Comstock  
Address: 16520 Co Rd 67  
Loxley, AL 36851

*not registered*

Petitioners must be registered voters in the District

PETITION FOR SPECIAL THREE-MILL AD VALOREM SCHOOL DISTRICT TAX ELECTION

TO THE BALDWIN COUNTY COMMISSION, AS GOVERNING BODY OF BALDWIN COUNTY, ALABAMA:

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Each of the undersigned represents that he or she is a qualified elector of the District.

- ✓ 1. Thomas Maxwell Presley  
Name: 20265 Tommy Presley  
Address: Erin Pond Rd  
Seminole, AL 36574
- ✓ 2. Carol Cobert  
Name: Carol Cobert  
Address: 19837 Vaughn Rd  
Seminole, AL 36574
- ✓ 3. Rachel Vaughn  
Name: Rachel Vaughn  
Address: 19755 Vaughn Rd  
Seminole, AL 36574
- ✓ 4. Dorris Vaughn  
Name: Dorris Vaughn  
Address: 19755 Vaughn Rd  
Seminole, AL 36574
- ✓ 5. Hortense Vaughn  
Name: Hortense Vaughn  
Address: 19755 Vaughn Rd  
Seminole, AL 36574
- ✓ 6. Glenn Vaughn  
Name: Glenn Vaughn  
Address: 19755 Vaughn Rd  
Seminole AL 36574  
*not address. but in 5*

Petitioners must be registered voters in the District

PETITION FOR SPECIAL THREE-MILL AD VALOREM SCHOOL DISTRICT TAX ELECTION

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Each of the undersigned represents that he or she is a qualified elector of the District.

✓ 1. Whitney Stephens  
Name: Whitney Stephens  
Address: 25636 Venus Ct.  
Loxley, AL 36551

✓ 4. Alexis Pearson  
Name: Alexis Pearson  
Address: 22189 country rd 68  
North Robertsdale AL 36567

✓ 2. W Raybon  
Name: Walandra Raybon  
Address: 21050 Oak Ridge  
Robertsdale, AL 36567

✓ 5. Brandy Gier  
Name: Brandy Gier  
Address: 16515 Scepter Ct.  
Loxley, AL 36551

✓ 3. R. Malone  
Name: Rebecca Malone  
Address: 20637 Co. Rd. 68  
Robertsdale, AL  
36567

✓ 6. Nick Gier  
Name: Nick Gier  
Address: 16515 Scepter Ct.  
Loxley, AL 36551

Petitioners must be registered voters in the District

PETITION FOR SPECIAL THREE-MILL AD VALOREM SCHOOL DISTRICT TAX ELECTION

TO THE BALDWIN COUNTY COMMISSION, AS GOVERNING BODY OF BALDWIN COUNTY, ALABAMA:

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Each of the undersigned represents that he or she is a qualified elector of the District.

✓ 1. Tonya Lynn  
Name: Tonya Lynn  
Address: 18640 Hammond St  
Robertsdale, AL 36567

✓ 4. Karen Roberts  
Name: Karen Roberts  
Address: 23160 Styron Ln  
Robertsdale AL

✓ 2. Steve Lynn  
Name: Steve Lynn  
Address: 18640 Hammond St  
Robertsdale AL 36567

✓ 5. Dalton Lynn  
Name: Dalton Lynn  
Address: 18640 Hammond St  
Robertsdale, AL 36567

✓ 3. Chloe Lynn  
Name: Chloe Lynn  
Address: 18640 Hammond St  
Robertsdale AL 36567

✓ 6. Amy Owens  
Name: 25910 County Rd 71  
Address: Robertsdale, AL  
36567  
Amy Owens

Petitioners must be registered voters in the District

PETITION FOR SPECIAL THREE-MILL AD VALOREM SCHOOL DISTRICT TAX ELECTION

TO THE BALDWIN COUNTY COMMISSION, AS GOVERNING BODY OF BALDWIN COUNTY, ALABAMA:

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Each of the undersigned represents that he or she is a qualified elector of the District.

✓ 1. Nancy Wimberley  
Name: Nancy Wimberley  
Address: 22071B CR 68  
Robertsdale, AL

✓ 2. Julie W Ragsdale  
Name: Julie W Ragsdale  
Address: 22071D CR 68  
Robertsdale, AL 36567

✓ 3. Patricia Theurer  
Name: Patricia Theurer  
Address: 22071 CR 68  
Robertsdale, AL  
36567

✓ 4. Daniel Theurer  
Name: Daniel Theurer  
Address: 22071 CR 68  
Robertsdale, AL 36567

✓ 5. Ben Ragsdale  
Name: Ben Ragsdale  
Address: 22071D CR 68  
Robertsdale, AL 36567

✓ 6. Annie Singler  
Name: Annie Singler  
Address: 29860 Cr 64 ext  
Robertsdale, AL 37567

Petitioners must be registered voters in the District

PETITION FOR SPECIAL THREE-MILL AD VALOREM SCHOOL DISTRICT TAX ELECTION

TO THE BALDWIN COUNTY COMMISSION, AS GOVERNING BODY OF BALDWIN COUNTY, ALABAMA:

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Each of the undersigned represents that he or she is a qualified elector of the District.

✓ 1. Brad Middleton  
Name: Bradley Middleton  
Address: 25304 Lakeland Dr  
Loxley, AL 36551

✓ 4. Maurice Mitchell  
Name: [Signature]  
Address: 14658 Silver Oaks Loop  
Silver Hill, AL, 36576

✓ 2. Chelsea Middle  
Name: Chelsea Middleton  
Address: 25304 Lakeland Dr  
Loxley, AL 36551

✓ 5. Barbara Middle  
Name: Barbara Middleton  
Address: 25643 Dawson Rd  
Loxley AL 36551

✓ 3. Wallace Crawford  
Name: Wallace Crawford  
Address: 4140 West Danna Ave  
Loxley, AL 36551

✓ 6. Mike Middleton  
Name: Mike Middleton  
Address: 25643 Dawson Rd  
Loxley, AL 36551

Petitioners must be registered voters in the District

PETITION FOR SPECIAL THREE-MILL AD VALOREM SCHOOL DISTRICT TAX ELECTION

TO THE BALDWIN COUNTY COMMISSION, AS GOVERNING BODY OF BALDWIN COUNTY, ALABAMA:

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Each of the undersigned represents that he or she is a qualified elector of the District.

✓ 1. [Signature]  
Name: DUSTY Coleman  
Address: 24801 US Hwy 90  
Robertsdale, AL

✓ 4. [Signature]  
Name: Joe R. Coleman  
Address: 24781 US Hwy 90  
Robertsdale, AL 36567

✓ 2. [Signature]  
Name: Jessica Coleman  
Address: 24801 US Hwy 90  
Robertsdale, AL 36567

✓ 5. [Signature]  
Name: Suzanne Brown  
Address: 24831 US Hwy 90  
Robertsdale, AL 36567

✓ 3. [Signature]  
Name: Alice Coleman  
Address: 24781 US Hwy 90  
Robertsdale, AL 36567

✓ 6. [Signature]  
Name: David Brown  
Address: 24831 US Hwy 90  
Robertsdale, AL 36567

Petitioners must be registered voters in the District

PETITION FOR SPECIAL THREE-MILL AD VALOREM SCHOOL DISTRICT TAX ELECTION

TO THE BALDWIN COUNTY COMMISSION, AS GOVERNING BODY OF BALDWIN COUNTY, ALABAMA:

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Each of the undersigned represents that he or she is a qualified elector of the District.

- ✓ 1. Kim C Sharp  
Name: Kim C Sharp  
Address: 21655 Sedlack Rd  
Silverhill AL 36576
- ✓ 2. Michael W. Sharp  
Name: Michael W. Sharp  
Address: 21655 SEDLACK RD  
SILVERHILL AL 36576
- ✓ 3. Barbara Sharp  
Name: Barbara Sharp  
Address: 13807 Co Rd 48  
Silverhill AL  
36576
- ✓ 4. Don Sharp  
Name: Don Sharp  
Address: 13807 Co Rd 48  
Silverhill AL  
36576
- ✓ 5. Dwaine A. Sharp  
Name: Dwaine A. Sharp  
Address: 21733 Sedlack Rd  
Silverhill, AL 36576
- ✓ 6. William G. Sharp  
Name: William G. Sharp  
Address: 1066 South Magnolia St.  
Loxley, AL 36551

Petitioners must be registered voters in the District

PETITION FOR SPECIAL THREE-MILL AD VALOREM  
SCHOOL DISTRICT TAX ELECTION

TO THE BALDWIN COUNTY COMMISSION, AS GOVERNING BODY OF BALDWIN COUNTY,  
ALABAMA:

The undersigned request your honorable body to call and order an election to be held pursuant to Amendment No. 382 to the Constitution of Alabama of 1901, as amended ("Amendment No. 382"), and Article 9 of Chapter 13 of Title 16 of the Code of Alabama 1975, in the Central Baldwin (Am. 382) School Tax District (the "District") in Baldwin County, Alabama, the boundaries of which are described on Exhibit A attached hereto and made apart hereof by this reference thereto, on September 21, 2021, to determine whether a special ad valorem school district tax shall be levied and collected annually in the District, pursuant to Amendment No. 382 and in addition to all ad valorem taxes now or hereafter levied in the District, for public school purposes in the District for public schools under the jurisdiction of the County Board of Education of Baldwin County, Alabama at the uniform rate of thirty cents (\$0.30) on each one hundred dollars of taxable property in the District for a period of 8 years beginning with the levy for the tax year October 1, 2021 to September 30, 2022 (the tax for which year becoming due and payable on October 1, 2022) and ending with the levy for the tax year October 1, 2028 to September 30, 2029 (the tax for which year becoming due and payable on October 1, 2029).

Each of the undersigned represents that he or she is a qualified elector of the District.

✓ 1. Amanda Giddens  
Name: Amanda Giddens  
Address: 25330 Hilltop Ln.  
Loxley, AL 36551

✓ 2. Katrina Patterson  
Name: Katrina Patterson  
Address: 21675 1st S  
Silverhill AL 36576

✓ 3. Brigitte Courtney Brigitte Courtney  
Name: Brigitte Courtney  
Address: 15199 Julieann Lane  
Silverhill, AL 36576

✓ 4. Gwendolyn Collins  
Name: Gwendolyn Collins  
Address: 23941 Cumberland Rd  
Robertsdale, AL 36567

✓ 5. Kathryn Dennis  
Name: 21590 Palmer Ct.  
Address: R Dale, AL  
36567

6. Jason Whitaker *not registered*  
Name: J. Whitaker  
Address: 22152 Kendrick Ln  
Robertsdale, AL  
36567

Petitioners must be registered voters in the District

PETITION FOR SPECIAL THREE-MILL AD VALOREM SCHOOL DISTRICT TAX ELECTION

TO THE BALDWIN COUNTY COMMISSION, AS GOVERNING BODY OF BALDWIN COUNTY, ALABAMA:

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Each of the undersigned represents that he or she is a qualified elector of the District.

✓ 1. Kristen Hughes  
Name: Kristen Hughes  
Address: 2541 Raynagun Blvd  
Loxley, AL 36551

✓ 2. Jessie Ramey  
Name: Teresa Ramey  
Address: 23185 Rochelle Lp  
Robertsdale, AL 36567

✓ 3. Belinda Ramey  
Name: Belinda Ramey  
Address: 23185 Rochelle Lp  
Robertsdale, AL 36567

✓ 4. Joseph Ramey  
Name: Joseph Ramey  
Address: 23185 Rochelle Lp  
Robertsdale, AL 36567

✓ 5. Christy Key  
Name: Christy Key  
Address: 13420 US Hwy 90  
Loxley AL 36551

6. Joe Carver *not registered*  
Name: Joe Carver  
Address: 13420 US Hwy 90  
Loxley AL 36551

Petitioners must be registered voters in the District

PETITION FOR SPECIAL THREE-MILL AD VALOREM SCHOOL DISTRICT TAX ELECTION

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Each of the undersigned represents that he or she is a qualified elector of the District.

D-N

1. Patricia Salitre  
Name: Patricia Salitre  
Address: 2563 Baldwin beach express

2. Lisa Schumaker  
Name: Lisa Schumaker  
Address: 21860 Mahan Dr Robertsdale, AL 36567

3. Francisco Berdado  
Name: Francisco Berdado  
Address: 22993 St Paul St Robertsdale AL

Not registered

4. Merry Santana  
Name: Merry Santana  
Address: 17751 Vaughn Rd Summerdale, Alab 36580

5. David Galloway  
Name: David Galloway  
Address: 17751 Vaughn Rd Summerdale Alab 36580

6. Magdalene Galloway  
Name: Magdalene Galloway  
Address: 21846 Waters Lane Robertsdale, AL 36567  
not registered

Petitioners must be registered voters in the District

PETITION FOR SPECIAL THREE-MILL AD VALOREM SCHOOL DISTRICT TAX ELECTION

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Each of the undersigned represents that he or she is a qualified elector of the District.

- ✓ 1. \_\_\_\_\_  
Name: Lauren Chang  
Address: 20040 Oaledale Ln  
Robertsdale, AL 36567
- ✓ 2. \_\_\_\_\_  
Name: Meloney Johnston  
Address: 21057 Emperor Michael Lane  
Silverhill, AL 36576
- ✓ 3. \_\_\_\_\_  
Name: Amy Waters  
Address: 33320 County Rd. 112  
Robertsdale, AL 36567
- ✓ 4. \_\_\_\_\_  
Name: Sherryann Sinclair  
Address: 17830 Baldwin Farms  
Robertsdale, AL 36567
- ✓ 5. \_\_\_\_\_  
Name: Mecia Carlson  
Address: 15325 South Blvd  
Silverhill AL 36576
- ✓ 6. \_\_\_\_\_  
Name: Joshua Johnson  
Address: 15846 Harris Lane  
Silverhill, AL 36576

Petitioners must be registered voters in the District

PETITION FOR SPECIAL THREE-MILL AD VALOREM SCHOOL DISTRICT TAX ELECTION

TO THE BALDWIN COUNTY COMMISSION, AS GOVERNING BODY OF BALDWIN COUNTY, ALABAMA:

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Each of the undersigned represents that he or she is a qualified elector of the District.

✓ 1. Tricia Steele

Name: Tricia Steele  
Address: 25937 Lakebnd Drive  
Loxley, AL 36551

✓ 2. Katrina Pruette

Name: Katrina Pruette  
Address: 27280 Wilcox Rd  
Robertsdale AL 36567

✓ 3. Carvin Pruette

Name: Carvin Pruette  
Address: 27280 Wilcox Rd  
Robertsdale AL 36567

✓ 4. Sandra E. Davis

Name: 21372 Co Rd 49 ↗  
Address: Samantha Davis ↓  
Silverhill AL 36576

✓ 5. Leigh Ann Glass

Name: Leigh Ann Glass  
Address: 21995 Co Rd 62 South  
Robertsdale AL 36567

6. \_\_\_\_\_

Name: PO Riggs  
Address: 19440 Co. Rd 1  
OP Rd 15

*Not registered*

Petitioners must be registered voters in the District

PETITION FOR SPECIAL THREE-MILL AD VALOREM  
SCHOOL DISTRICT TAX ELECTION

TO THE BALDWIN COUNTY COMMISSION, AS GOVERNING BODY OF BALDWIN COUNTY,  
ALABAMA:

The undersigned request your honorable body to call and order an election to be held pursuant to Amendment No. 382 to the Constitution of Alabama of 1901, as amended ("Amendment No. 382"), and Article 9 of Chapter 13 of Title 16 of the Code of Alabama 1975, in the Central Baldwin (Am. 382) School Tax District (the "District") in Baldwin County, Alabama, the boundaries of which are described on Exhibit A attached hereto and made apart hereof by this reference thereto, on September 21, 2021, to determine whether a special ad valorem school district tax shall be levied and collected annually in the District, pursuant to Amendment No. 382 and in addition to all ad valorem taxes now or hereafter levied in the District, for public school purposes in the District for public schools under the jurisdiction of the County Board of Education of Baldwin County, Alabama at the uniform rate of thirty cents (\$0.30) on each one hundred dollars of taxable property in the District for a period of 8 years beginning with the levy for the tax year October 1, 2021 to September 30, 2022 (the tax for which year becoming due and payable on October 1, 2022) and ending with the levy for the tax year October 1, 2028 to September 30, 2029 (the tax for which year becoming due and payable on October 1, 2029).

Each of the undersigned represents that he or she is a qualified elector of the District.

✓ 1. Jamie Carder  
Name: Jamie Carder  
Address: 16075 Trace Dr.  
Loxley, AL 36551

✓ 2. Jeremy Kins  
Name: Jeremy Kins  
Address: 18656 E Hammond St  
Robertsdale AL 36567

✓ 3. Shannon Spaulding  
Name: Shannon Spaulding  
Address: 20250 County Rd. 9  
Silverhill, AL 36576

✓ 4. Tammy Buck  
Name: Tammy Buck  
Address: 13240 Cathedral Lane  
Silverhill AL 36574

✓ 5. Justine Parr  
Name: Justine Parr  
Address: 21931 8th St  
Silverhill AL 36576

✓ 6. Christy Fealer  
Name: Christy Fealer  
Address: 24312 Gemstone Dr  
Loxley AL 36551

Petitioners must be registered voters in the District

PETITION FOR SPECIAL THREE-MILL AD VALOREM SCHOOL DISTRICT TAX ELECTION

TO THE BALDWIN COUNTY COMMISSION, AS GOVERNING BODY OF BALDWIN COUNTY, ALABAMA:

The undersigned request your honorable body to call and order an election to be held pursuant to Amendment No. 382 to the Constitution of Alabama of 1901, as amended ("Amendment No. 382"), and Article 9 of Chapter 13 of Title 16 of the Code of Alabama 1975, in the Central Baldwin (Am. 382) School Tax District (the "District") in Baldwin County, Alabama, the boundaries of which are described on Exhibit A attached hereto and made apart hereof by this reference thereto, on September 21, 2021, to determine whether a special ad valorem school district tax shall be levied and collected annually in the District, pursuant to Amendment No. 382 and in addition to all ad valorem taxes now or hereafter levied in the District, for public school purposes in the District for public schools under the jurisdiction of the County Board of Education of Baldwin County, Alabama at the uniform rate of thirty cents (\$0.30) on each one hundred dollars of taxable property in the District for a period of 8 years beginning with the levy for the tax year October 1, 2021 to September 30, 2022 (the tax for which year becoming due and payable on October 1, 2022) and ending with the levy for the tax year October 1, 2028 to September 30, 2029 (the tax for which year becoming due and payable on October 1, 2029).

Each of the undersigned represents that he or she is a qualified elector of the District.

✓ 1. [Signature]

Name: JOHN BROWN

Address: PO Box 2272

Robertsdale AL 36567

4. [Signature]

Name: Melinda Boggs

Address: 19440 Co Rd 68

Robertsdale AL 36567

Not this address in 5

2. MAGDALENA SMITH McLeod

Name: 16155 Lake MAGDA SMITH

Address: 16155 LOCKWAY DR

DOXLEY, AL 36551

Not registered

✓ 5. [Signature]

Name: Michael Gray

Address: 20040 Oakdale Ln

Robertsdale

3. Maggie A Davis

Name: Maggie A. Davis

Address: 21372 County Road

49 Silverhill, AL 36576

Not registered

✓ 6. [Signature]

Name: Jennifer Tingler

Address: 20005 Boulder Ln

Robertsdale AL 36567

Petitioners must be registered voters in the District

PETITION FOR SPECIAL THREE-MILL AD VALOREM SCHOOL DISTRICT TAX ELECTION

TO THE BALDWIN COUNTY COMMISSION, AS GOVERNING BODY OF BALDWIN COUNTY, ALABAMA:

The undersigned request your honorable body to call and order an election to be held pursuant to Amendment No. 382 to the Constitution of Alabama of 1901, as amended ("Amendment No. 382"), and Article 9 of Chapter 13 of Title 16 of the Code of Alabama 1975, in the Central Baldwin (Am. 382) School Tax District (the "District") in Baldwin County, Alabama, the boundaries of which are described on Exhibit A attached hereto and made apart hereof by this reference thereto, on September 21, 2021, to determine whether a special ad valorem school district tax shall be levied and collected annually in the District, pursuant to Amendment No. 382 and in addition to all ad valorem taxes now or hereafter levied in the District, for public school purposes in the District for public schools under the jurisdiction of the County Board of Education of Baldwin County, Alabama at the uniform rate of thirty cents (\$0.30) on each one hundred dollars of taxable property in the District for a period of 8 years beginning with the levy for the tax year October 1, 2021 to September 30, 2022 (the tax for which year becoming due and payable on October 1, 2022) and ending with the levy for the tax year October 1, 2028 to September 30, 2029 (the tax for which year becoming due and payable on October 1, 2029).

Each of the undersigned represents that he or she is a qualified elector of the District.

1. [Signature]  
Name: Lee Hughes  
Address: 25791 Poppywood Blvd  
Loxley, AL 36551

2. [Signature]  
Name: David Rice  
Address: 22121 Hillside Loop  
Silverhill AL 36576

3. [Signature]  
Name: CHRIS O SPALDING sn  
Address: 20750 CORD 9  
SILVERHILL 36576

Not at this address out

4. [Signature]  
Name: Pen Middleton  
Address: PO Box 1824  
Robertsdale AL 36527

5. [Signature]  
Name: David Middleton  
Address: P.O. Box 1824  
Robertsdale AL 36527

not this address in 5

6. [Signature]  
Name: Theresa Bowen  
Address: P.O. Box 2272  
Robertsdale AL  
36567

Not this address but in 5

Petitioners must be registered voters in the District

PETITION FOR SPECIAL THREE-MILL AD VALOREM SCHOOL DISTRICT TAX ELECTION

TO THE BALDWIN COUNTY COMMISSION, AS GOVERNING BODY OF BALDWIN COUNTY, ALABAMA:

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Each of the undersigned represents that he or she is a qualified elector of the District.

✓ 1. [Signature]  
Name: Scott Hamik  
Address: 29420 Co. Rd 64 Ext  
Robertsdale, AL 36567

✓ 4. [Signature] *different address #*  
Name: JoAnne P Stapleton  
Address: 29300 County Road 64 Ext  
Robertsdale, AL 36567

✓ 2. [Signature]  
Name: Heather Pittman  
Address: 24727 Linholm Rd  
Robertsdale, AL 36567

5. [Signature]  
Name: George H. Pittman Sr *Deceased*  
Address: 29300 County Road 64 Ext  
Robertsdale, AL 36567

✓ 3. [Signature]  
Name: George Pittman  
Address: 29451 County Rd 64 ext  
Robertsdale AL. 36567

✓ 6. [Signature]  
Name: Melinda Harville  
Address: 29420 Co. Rd 64 ext  
Robertsdale, AL 36567

2

1

Petitioners must be registered voters in the District

PETITION FOR SPECIAL THREE-MILL AD VALOREM SCHOOL DISTRICT TAX ELECTION

TO THE BALDWIN COUNTY COMMISSION, AS GOVERNING BODY OF BALDWIN COUNTY, ALABAMA:

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Each of the undersigned represents that he or she is a qualified elector of the District.

✓ 1. Shona Pollard  
Name: Shona Pollard  
Address: 19590 Co RD 68  
Robertsdale AL 36567

4. Benjamin Gilreath *Not registered*  
Name: Ben Gilreath  
Address: 20729 Cartamaran Dr  
Robertsdale, AL 36567

✓ 2. Tyler Pollard  
Name: TYLER POLLARD  
Address: 19590 CO RD 68  
Robertsdale AL 36567

✓ 5. Karen Anderson  
Name: Karen Anderson  
Address: 16182 Zenith Dr  
Loxley, AL 36551

✓ 3. STEWART MORRISON  
Name: Stewart Morrison  
Address: 29820 US HWY 90  
Seminole AL 36574

✓ 6. Maura Matejka  
Name: Maura Matejka  
Address: 16227 Zenith Dr  
Loxley, AL 36551

Petitioners must be registered voters in the District

PETITION FOR SPECIAL THREE-MILL AD VALOREM SCHOOL DISTRICT TAX ELECTION

TO THE BALDWIN COUNTY COMMISSION, AS GOVERNING BODY OF BALDWIN COUNTY, ALABAMA:

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Each of the undersigned represents that he or she is a qualified elector of the District.

✓ 1. Fiona Givens  
Name: 18937 Florida ST  
Address: Robertsdale AL 36567  
Fiona Givens

not this address but in 5

✓ 2. Alyssa Byrd  
Name: Alyssa Byrd  
Address: 16078 Trace Dr  
Loxley, AL, 36551

not this address but in 5

✓ 3. Toni Kroll  
Name: Toni Kroll  
Address: 20292 Sweetwater Loop  
Seminole, AL 36574

✓ 4. Jaya McDaniel  
Name: 21030 Zinne Rd  
Address: Robertsdale AL

5. Veronica Kennedy  
Name: Veronica Kennedy  
Address: 17065 Heartland Cir  
Robertsdale AL 36567

not registered

✓ 6. Brandi Gilreath  
Name: Brandi Gilreath  
Address: 20729 Catamaran Dr  
Robertsdale, AL 36567

I has a PO box on file

Petitioners must be registered voters in the District

PETITION FOR SPECIAL THREE-MILL AD VALOREM SCHOOL DISTRICT TAX ELECTION

TO THE BALDWIN COUNTY COMMISSION, AS GOVERNING BODY OF BALDWIN COUNTY, ALABAMA:

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Each of the undersigned represents that he or she is a qualified elector of the District.

✓ 1. Megan Foy

Name: Megan Foy  
Address: 20634 Chesapeake Dr.  
Robertsdale, AL 36567

✓ 2. Christopher Foy

Name: Christopher A. Foy  
Address: 20634 Chesapeake Dr.  
Robertsdale, AL 36567

3. Kirsten Moore

I Name: Kirsten Moore  
Address: 2521 Shadowbrook St  
Robertsdale, AL 36567

not at this address

✓ 4. Mandy Lucas

Name: Mandy Lucas  
Address: 19480 Wilkerson St  
Robertsdale AL 36567

✓ 5. Jessica Stottlemire

Name: Jessica Stottlemire  
Address: 19439 Cornhill  
Wxley AL 36551

6. Marla Colunga

Name: Marla Colunga  
Address: 22220 8th street  
Silverhill, AL

Not registered

Petitioners must be registered voters in the District

PETITION FOR SPECIAL THREE-MILL AD VALOREM SCHOOL DISTRICT TAX ELECTION

TO THE BALDWIN COUNTY COMMISSION, AS GOVERNING BODY OF BALDWIN COUNTY, ALABAMA:

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Each of the undersigned represents that he or she is a qualified elector of the District.

- ✓ 1. Peter Bezeredi  
Name: Peter Bezeredi  
Address: 14044 Oregon Court  
Summerville, AL 36580
- ✓ 2. Christopher Bucci  
Name: Christopher Bucci  
Address: 18390 W. Hammond St. B  
Robertsdale, AL 36567
- ✓ 3. Jared Lyles  
Name: Jared Lyles  
Address: 16200 South Blvd  
Silverhill, AL

- ✓ 4. David Scott  
Name: DAVID SCOTT  
Address: 24259 Gemsbur Dr.  
Loxley AL
- ✓ 5. Jeremy Foster  
Name: \_\_\_\_\_  
Address: 24578 Aventura Dr.  
Loxley AL 36551
- 6. Hayla Scott  
Name: Hayla Scott  
Address: 3400 Dixon Dr  
Bayminette AL

not at this address

Petitioners must be registered voters in the District

PETITION FOR SPECIAL THREE-MILL AD VALOREM SCHOOL DISTRICT TAX ELECTION

TO THE BALDWIN COUNTY COMMISSION, AS GOVERNING BODY OF BALDWIN COUNTY, ALABAMA:

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Each of the undersigned represents that he or she is a qualified elector of the District.

✓ 1. Tami Tindal  
Name: Tami Tindal  
Address: 26341 Co. Rd. 71  
Robertsdale, AL 36567

✓ 2. Logan Tindal  
Name: Logan Tindal  
Address: 26341 Co. Rd. 71  
Robertsdale, AL 36567

✓ 3. Scott Bankester  
Name: Scott Bankester  
Address: 26360 Co. Rd. 71  
Robertsdale, AL

✓ 4. Linda K Bankester  
Name: Linda K. Bankester  
Address: 26360 County Rd 71  
Robertsdale, AL 36567

✓ 5. Elizabeth Bankester  
Name: Elizabeth Bankester  
Address: 26360 Co Rd 71  
Robertsdale AL 36567

✓ 6. Douglas W Tindal, Jr.  
Name: Douglas W. Tindal, Jr  
Address: 26341 Co. Rd. 71  
Robertsdale, AL 36567

Petitioners must be registered voters in the District

PETITION FOR SPECIAL THREE-MILL AD VALOREM SCHOOL DISTRICT TAX ELECTION

TO THE BALDWIN COUNTY COMMISSION, AS GOVERNING BODY OF BALDWIN COUNTY, ALABAMA:

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Each of the undersigned represents that he or she is a qualified elector of the District.

- ✓ 1. [Signature]  
Name: Larissa Logan  
Address: 22910 Palmer St  
Robertsdale AL 36567
- ✓ 2. [Signature]  
Name: Russell Lovin  
Address: 18454 US Hwy 90  
Robertsdale, AL 36567
- ✓ 3. [Signature]  
Name: [Signature]  
Address: [Signature]
- ✓ 4. [Signature]  
Name: Mary Lovin  
Address: 18454 US Hwy 90  
Robertsdale AL 36567
- ✓ 5. [Signature]  
Name: Natasha Pratt  
Address: PO Box 1874  
Robertsdale, AL 36567
- ✓ 6. [Signature]  
Name: Thomas L Wallace  
Address: 20301 Co Rd 64  
Robertsdale, AL

Shelby Brasington  
16213 Zenith Dr.  
Loxley

Petitioners must be registered voters in the District

PETITION FOR SPECIAL THREE-MILL AD VALOREM SCHOOL DISTRICT TAX ELECTION

TO THE BALDWIN COUNTY COMMISSION, AS GOVERNING BODY OF BALDWIN COUNTY, ALABAMA:

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Each of the undersigned represents that he or she is a qualified elector of the District.

- ✓ 1. Dolores Sturma  
Name: Dolores Sturma  
Address: 19725 Sturma Ln  
Robertsdale, AL 36567
- ✓ 2. John Sturma  
Name: John Sturma  
Address: 19725 Sturma Ln  
Robertsdale, AL 36567
- ✓ 3. Autumn Swoboda  
Name: Autumn Swoboda  
Address: 23540 Harvest Creek  
Robertsdale, AL 36567
- ✓ 4. Larry Roberts  
Name: Larry Roberts  
Address: 19650 Sturma Ln  
Robertsdale, AL 36567
- ✓ 5. Cynthia O. Roberts  
Name: Cyndi Roberts  
Address: 19650 Sturma Lane  
Robertsdale, AL 36567
- ✓ 6. Beck Castro  
Name: Beck Castro  
Address: 22711 Adams Dr  
Robertsdale, AL 36567

**EXCERPTS FROM THE MINUTES OF A MEETING OF  
THE COUNTY BOARD OF EDUCATION OF BALDWIN COUNTY, ALABAMA**

---

**In the Matter of  
A Special 3 Mill Ad Valorem School District Tax  
under  
Amendment No. 382 to the Constitution of Alabama of 1901, as amended**

---

The County Board of Education of Baldwin County, Alabama met in public session at the offices of the Board at 1091 B Avenue in the Town of Loxley, Alabama, at 4:30 p.m. on June 8, 2021.

The meeting was called to order by the President, and the roll was called with the following results:

Present:        Shannon Cauley  
                  Cecil Christenberry  
                  JaNay Dawson  
                  Michael Johnson  
                  Tony Myrick  
                  Robert Stuart

Absent:         Andrea Lindsey

\* \* \*

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

\* \* \*

Thereupon, the following Resolution was introduced in writing by the President and considered by the Board:

**A RESOLUTION TO AUTHORIZE THE FILING WITH THE BALDWIN COUNTY COMMISSION, THE GOVERNING BODY OF BALDWIN COUNTY, ALABAMA, OF A REQUEST FOR A SPECIAL 3 MILL AD VALOREM SCHOOL DISTRICT TAX ELECTION**

---

**BE IT RESOLVED BY THE COUNTY BOARD OF EDUCATION OF BALDWIN COUNTY, ALABAMA, as follows:**

**ARTICLE 1**

**Definitions and Representations**

**Section 1.01 Definition of Capitalized Terms**

Agreement means the Local Public Schools Agreement by the Municipalities and the Board, in form substantially similar as attached hereto as Appendix C.

Amendment No. 382 means Amendment No. 382 to the Constitution of Alabama of 1901, as amended.

Board means the County Board of Education of Baldwin County, Alabama.

Board Request means the Request for Special 3 Mill Ad Valorem School District Tax Election by the Board to the Baldwin County Commission, as attached hereto as Appendix B.

District Public School Facilities means and includes the following public school facilities of the Board:

(a) Central Baldwin Middle School, Elsanor Elementary School, Loxley Elementary School, Robertsdale Elementary School, Rosington Elementary School, Silverhill Elementary School, Robertsdale High School and other public school facilities located within the District;

(b) all capital improvements made to, and all equipment, fixtures, furniture and furnishings, computer and electronic and telecommunication facilities, and other personal property installed in or used in connection with, any of the foregoing public school facilities of the Board within the District at any time provided by the Board from revenues of the Board;

(c) all facilities at any time provided by the Board from any revenues of the Board with respect to virtual school programs (pursuant to Chapter 46A of Title 16 of the Code of Alabama 1975), International Baccalaureate programs, magnet school programs, and other educational programs for the benefit of students who reside in the District; and

(d) all public school facilities (as defined in Section 16-13-301(4) of the Code of Alabama 1975) at any time provided by the Board from any revenues of the Board and located within the District.

District Public School Purposes shall have the meaning assigned in Section 1.02(c).

Local Public School Area means the area within Baldwin County, Alabama, described on Appendix A, which area includes areas within the corporate limits of the Municipalities.

Municipal Request shall have the meaning assigned in Section 1.02(g)(i).

Municipalities mean, collectively: the City of Robertsdale, Alabama, the Town of Silverhill, Alabama and the Town of Loxley, Alabama.

Petition shall have the meaning assigned in Section 1.02(g)(ii).

Special District Tax means the special ad valorem school district tax that may be levied and collected under Amendment No. 382.

Special Tax Documents shall have the meaning assigned in Section 2.02(a).

## **Section 1.02 Findings and Representations**

The Board, upon evidence duly presented to and considered by it, has found and determined, and does hereby find, determine and declare as follows:

(a) The Board owns and operates the District Public School Facilities within, or for the benefit of, the Local Public School Area.

(b) The District Public School Facilities provide educational, vocational, and extracurricular activities and programs, for all children under the jurisdiction of the Board who reside within the Local Public School Area.

(c) The Municipalities have advised the Board that, from time to time, representatives of the various communities within the Local Public School Area have presented to the Municipalities plans, proposals and requests for certain educational, vocational, and technological programs of instruction and related facilities and improvements, which are of particular interest to, or provide for particular needs of, such communities for certain maintenance and capital improvements to the District Public School Facilities (the "District Public School Purposes").

(d) The Municipalities shall represent, collectively, the various communities in the Local Public School Area for the purposes of the Agreement and with respect to the District Public School Purposes.

(e) The Municipalities have requested the Board to provide for the District Public School Purposes and the Municipalities and the Board have agreed that, for the Board to provide effectively for the District Public School Purposes, the Board needs:

(i) additional revenues from the Local Public School Area; and

(ii) recommendations from representatives of the communities within the Local Public School Area with respect to the application of such additional revenues for the District Public School Purposes.

(f) Pursuant to Amendment No. 382, the Special District Tax may be levied and collected within the Local Public School Area and the proceeds thereof applied for the exclusive benefit of the District Public School Facilities.

(g) In furtherance thereof, the Municipalities have delivered the following to the Board pursuant to the policies and programs of the Board therefor and in form and of content satisfactory to the Board:

(i) a Request for 3 Mill Special Ad Valorem School District Tax Election (the "Municipalities Request") that the Board establish the Local Public School Area as a school tax district under Amendment No. 382 and take all action required of the Board under the applicable laws of the State of Alabama to cause the Special District Tax to be levied and collected within the Local Public School Area for District Public School Purposes at the rate and for the time set forth in such Municipalities Request; and

(ii) a Petition for 3 Mill Ad Valorem School District Tax Election (the "Petition"), signed by more than 200 qualified electors of the Local Public School Area that the election with respect to the Special District Tax be held in the Local Public School Area on the date, at the rate, and for the time and purposes as requested in the Municipal Request;

(iii) a Local Public School Agreement by the Board and the Municipalities, in form substantially similar as attached hereto as Exhibit C (the "Agreement"), that the proceeds of the Special District Tax be applied and used exclusively for District Public School Purposes, in accordance with the procedure therefor in such Agreement.

(h) The Municipalities have agreed to undertake primary responsibility for the active and primary advocacy, encouragement and promotion of the vote in favor of the levy of the Special District Tax for the District Public School Purposes.

(i) It is necessary, desirable, and in the best interests of the public education provided by the Board in the Local Public School Area, that:

(i) the District Public School Purposes be effected and that sufficient funding, direction and support be provided therefor;

(ii) the Board approve the Local Public School Area as a school tax district for purposes of Amendment No. 382 and fix the boundaries thereof as the boundaries of the Local Public School Tax Area;

(iii) the Special District Tax be levied and collected in the Local Public School Area, as stated in the Board Request and the Municipal Request and as provided in Amendment No. 382, and the proceeds thereof be applied exclusively for the District Public School Purposes;

(iv) to provide for the foregoing, the Board deliver the Board Request, with the Municipal Request and the Petition attached thereto, to the Baldwin County Commission, as governing body of Baldwin County, Alabama.

## ARTICLE 2

### Authorization of Documents and Actions

#### Section 2.01. Authorization of District 5 (Am. 382) School Tax District

The Board hereby approves, forms and fixes the boundaries of District 5 (Am. 382) School Tax District in Baldwin County, Alabama, as the area described on Appendix A hereto, for the purpose of the levy and collection therein, pursuant to Amendment No. 382 to the Constitution of Alabama of 1901, as amended, of a 3 mill ad valorem school district tax consequent upon compliance with the provisions of said Amendment No. 382 therefor.

#### Section 2.02. Authorization of Documents and Delivery

(a) The Board approves and authorizes the terms and provisions of, the representations of the Board set forth in, the agreements to be undertaken by the Board pursuant to, and the execution and delivery by the Board of the following (collectively, the "Special Tax Documents"):

- (i) the Board Request;
- (ii) the Agreement;
- (iii) all agreements, certificates, documents, instruments, notices and proceedings which may be necessary, desirable or required by law to effect the purposes of the Board Request, the Agreement and this Resolution.

(b) The Board Request and the Agreement are approved in substantially the form and of substantially the content presented, with such addition thereto or deletions therefrom as the officer of the Board executing the same shall approve and as shall not create, increase, or extend the amount or duration of, any obligation of the Board thereunder, which approval shall be conclusively evidenced by execution thereof as provided herein.

(c) The President of the Board is authorized and directed to execute, deliver, and file or record (to the extent required therefor), and to effect the performance of, the Special Tax Documents for and on behalf of and in the name of the Board. The Secretary is authorized and directed to attest and seal the Special Tax Documents to the extent required thereby.

(d) The President and Secretary of the Board are authorized and directed to deliver to the Baldwin County Commission, as governing body of Baldwin County, Alabama, executed counterparts of:

- (i) the Board Request;
- (ii) the Municipal Request;
- (iii) the Petition.

#### Section 2.03 Authorization and Ratification of Actions

(a) The officers of the Board, including without limitation the President and Secretary, are authorized and directed to take any and all actions which are necessary, desirable, required by

applicable law, or required by counsel to the Board, to effect the purposes of the Special Tax Documents and this Resolution.

(b) The Board ratifies and confirms all prior action taken by or on behalf of the Board by any officer of the Board, and any of the Special Tax Documents heretofore executed by or on behalf of the Board, with respect to the matters approved and authorized by this Resolution.

### **ARTICLE 3**

#### **Provisions of General Application**

##### **Section 3.01 Other Proceedings**

(a) Any resolution, order, ordinance, or part thereof, in conflict or inconsistent with the provisions of this Resolution is hereby, to the extent of such conflict or inconsistency, repealed.

(b) The provisions of Section 3.01(a) shall not operate or be construed to revive any instrument, ordinance order or resolution, or part thereof, of the Board.

##### **Section 3.02. Effect of this Resolution**

This Resolution shall take effect immediately.

**APPENDIX A  
to  
Resolution**

**Local Public School Area**

Special Tax District 5 Description

**Robertsdale High School Special Tax District 5**

Special Tax District 5 shall consist of all parcels of real property located in Baldwin County, Alabama within the following described area:

Beginning at a point at the Southeast corner of Section 17, Township 4 South, Range 3 East; thence South along the East lines of Section 20, Township 4 South, Range 3 East and Section 29, Township 4 South, Range 3 East to the Southeast corner of Section 29, Township 4 South, Range 3 East. Thence West along the South lines of Section 29, Township 4 South, Range 3 East and Section 30, Township 4 South, Range 3 East to the Southwest corner of Section 30, Township 4 South, Range 3 East. Thence South along the East lines of Section 36, Township 4 South, Range 2 East, and Section 1, Township 5 South, Range 2 East to the Southeast corner of Section 1, Township 5 South, Range 2 East. Thence South along the East line of Parcel 05-43-01-12-0-000-001.000 to the Southeast corner of Parcel 05-43-01-12-0-000-001.000; thence West along the South line of Parcel 05-43-01-12-0-000-001.000 to the Northwest corner of Parcel 05-43-01-12-0-000-024.000. Thence South along the West lines of Parcels 05-43-01-12-0-000-024.000, 05-43-06-13-0-000-001.006, 05-42-04-18-0-000-003.000 to the South line of Parcel 05-42-04-18-0-000-003.000.

Thence generally Southeast crossing the right-of-way of County Road 64 to the Northwest corner of Parcel 05-42-04-19-0-000-002.000; thence South along the West lines of Parcels 05-42-04-19-0-000-002.000 and 05-42-04-19-0-000-001.000 to the Southwest corner of Parcel 05-42-04-19-0-000-001.000; thence East along the South line of Parcel 05-42-04-19-0-000-001.000 to the Northwest corner of Parcel 05-42-04-19-0-000-008.000; thence South along the West lines of Parcels 05-42-04-19-0-000-008.000, 05-42-09-30-0-000-001.001 and 05-42-09-30-0-000-006.000 to the Northwest corner of Parcel 05-42-09-30-0-000-006.003. Thence East along the North lines of parcels 05-42-09-30-0-000-006.003, 05-42-09-30-0-000-006.006, 05-42-09-30-0-000-006.001 and 05-42-09-30-0-000-006.002 to the Northeast corner of Parcel 05-42-09-30-0-000-006.002; thence South along the West line of Parcel 05-42-09-29-0-000-003.000 to the Southwest corner of Parcel 05-42-09-29-0-000-003.000; thence Southeast to the South line of Parcel 05-42-09-29-0-000-003.000; thence East along the South line of Parcel 05-42-09-29-0-000-003.000 to the Northwest corner of Parcel 05-42-09-32-0-000-003.000. Thence South along the West lines of Parcels 05-42-09-32-0-000-003.000, 05-42-09-32-0-000-012.000, 05-42-09-32-0-000-012.002, 05-42-09-32-0-000-012.003 and 05-42-09-32-0-000-012.001 to the Southwest corner of Parcel 05-42-09-32-0-000-012.001; thence South across the right-of way of County Road 54 to the Northwest corner of Parcel 05-42-09-32-0-000-021.000; thence South along the West lines of Parcels 05-42-09-32-0-000-021.000, 05-42-09-32-0-000-039.000, 05-42-09-32-0-000-040.000, 05-42-09-32-0-000-041.000, 05-47-03-05-0-000-006.000, 05-47-03-05-0-000-016.000, 05-47-03-05-0-000-018.000, 05-47-03-05-0-000-019.000, 05-47-03-05-0-000-019.001, 05-47-03-05-0-000-020.000, 05-47-03-05-0-000-020.001, 05-47-03-05-0-000-047.007, 05-47-03-05-0-000-047.029, 05-47-03-05-0-000-047.030, 05-47-03-05-0-000-047.008, 05-47-03-05-0-000-047.009, 05-47-03-05-0-000-047.010, 05-47-03-05-0-000-047.000, 05-47-03-05-0-000-047.026 and 05-47-03-05-0-000-047.011 to the Southwest corner of Parcel 05-47-03-05-0-000-047.011.

Thence South crossing the right-of-way of State Hwy 104 to the Northwest corner of Parcel 05-47-03-08-0-000-006.000; thence South along the West line of Parcel 05-47-03-08-0-000-006.000 to the Southwest corner of Parcel 05-47-03-08-0-000-006.000; thence West along the South lines of Parcels

Parcel 05-47-03-08-0-000-005.000, 05-47-03-08-0-000-003.168 and 05-47-03-07-0-000-002.012 to the intersection of the midline of Fish River.

Thence generally South along the midline of the Fish River to the intersection of the East line of Parcel 05-47-04-19-0-000-003.000; thence South along the East lines of Parcels 05-47-04-19-0-000-003.000, 05-47-04-19-0-000-014.002, 05-47-04-19-0-000-014.001, 05-47-04-19-0-000-014.011, 05-47-04-19-0-000-014.007 and 05-47-04-19-0-000-014.008 to the intersection of the midline of Fish River; thence South along the midline of Fish River to the intersection of the Southwest corner of Parcel 05-47-09-30-0-000-050.000; thence East along the South lines of Parcels 05-47-09-30-0-000-050.000, 05-47-09-30-0-000-050.001 and 05-47-09-29-0-000-001.042 to the Northeast corner of Parcel 05-47-09-29-0-000-009.000; thence South along the East lines of Parcels 05-47-09-29-0-000-009.000, 05-47-09-29-0-000-010.002, 05-47-09-32-0-000-019.000, 05-47-09-32-0-000-019.001 and 05-47-09-32-0-000-019.002 to the Southeast corner of Parcel 05-47-09-32-0-000-019.002; thence West along the South line of Parcel 05-47-09-32-0-000-019.002 to the Northeast corner of Parcel 05-47-09-32-0-000-041.000; thence South along the East line of Parcel 05-47-09-32-0-000-041.000 to the Southwest corner of Parcel 05-47-09-32-0-000-018.000; thence East along the South line of Parcel 05-47-09-32-0-000-018.000 to the intersection of the West right-of-way of County Road 9; thence South along the West right-of-way of County Road 9 to the Southeast corner of Parcel 05-47-09-32-0-000-058.000; thence generally Southeast to the Southwest corner of Parcel 05-47-09-32-0-000-052.000.

Thence East along the South lines of Parcels 05-47-09-32-0-000-052.000, 05-47-09-32-0-000-052.001, 05-47-09-32-0-000-051.006, 05-47-09-32-0-000-051.000 and 05-47-08-33-0-000-010.001 to the Southwest corner of Parcel 05-47-08-33-0-000-009.001; thence North along the West lines of Parcels 05-47-08-33-0-000-009.001, 05-47-08-33-0-000-002.002, 05-47-08-33-0-000-001.002, 05-47-08-28-0-000-012.000, 05-47-08-28-0-000-006.002, 05-47-08-28-0-000-006.012, 05-47-08-28-0-000-006.011, 05-47-08-28-0-000-006.004 and 05-47-08-28-0-000-001.000 to the Northwest corner of Parcel 05-47-08-28-0-000-001.000; thence East along the South line of Parcel 05-47-08-28-0-000-002.000 to the Southeast corner of Parcel 05-47-08-28-0-000-002.000; thence North along the East lines of Parcels 05-47-08-28-0-000-002.000 and 05-47-08-28-0-000-002.001 to the North line of Parcel 05-47-08-28-0-000-001.000; thence East along the North line of Parcel 05-47-08-28-0-000-001.000 to the Northwest corner of Parcel 05-47-08-28-0-000-001.003; thence South along the West line of Parcel 05-47-08-28-0-000-001.003 to the Southwest corner of Parcel 05-47-08-28-0-000-001.003; thence East along the North line of Parcel 05-47-08-28-0-000-001.000 to the Southeast corner of Parcel 05-47-08-28-0-000-001.005; thence North along the East line of Parcel 05-47-08-28-0-000-001.005 to the North line of Parcel 05-47-08-28-0-000-001.000; thence East along the North line of Parcel 05-47-08-28-0-000-001.000 to the Northeast corner of Parcel 05-47-08-28-0-000-001.000; thence South along the East line of Parcel 05-47-08-28-0-000-001.000 to the Northwest corner of Parcel 05-47-08-27-0-000-027.001. Thence East along the North lines of Parcels 05-47-08-27-0-000-027.001, 05-47-08-27-0-000-026.000 and 05-47-08-27-0-000-025.000 to the Northeast corner of Parcel 05-47-08-27-0-000-025.000.

Thence generally Northeast to the Southwest corner of Parcel 05-47-07-26-0-000-003.015; thence East along the South lines of Parcels 05-47-07-26-0-000-003.015 and 05-47-07-26-0-000-003.001 to the Southwest corner of Parcel 05-47-07-26-0-000-003.008; thence North along the West line of Parcel 05-47-07-26-0-000-003.008 to the Northwest corner of Parcel 05-47-07-26-0-000-003.008; thence East along the South line of Parcel 05-47-07-26-0-000-003.011 to the Southeast corner of Parcel 05-47-07-26-0-000-003.011; thence North along the East lines of Parcels 05-47-07-26-0-000-003.011 and 05-47-07-26-0-000-003.012 to the Northeast corner of Parcel 05-47-07-26-0-000-003.012; thence East along the North line of Parcel 05-47-07-26-0-000-003.000 to the Southwest corner of Parcel 05-47-06-23-0-

000-005.001; thence North along the West lines of Parcels 05-47-06-23-0-000-005.001, 05-47-06-23-0-000-005.002 and 05-47-06-23-0-000-004.000 to the Northwest corner of Parcel 05-47-06-23-0-000-004.000; thence East along the North line of Parcel 05-47-06-23-0-000-004.000 to the Southwest corner of Parcel 05-47-06-23-0-000-001.001; thence North along the West line of Parcel 05-47-06-23-0-000-001.001 to the Northwest corner of Parcel 05-47-06-23-0-000-001.001; thence East along the South lines of Section 14, Township 6 South, Range 3 East, Section 13, Township 6 South, Range 3 East, Section 18, Township 6 South, Range 4 East, Section 17, Township 6 South, Range 4 East, Section 16, Township 6 South, Range 4 East to the intersection of the East right-of-way of Baldwin Beach Express. Thence North along the East right-of-way of Baldwin Beach Express to the Northwest corner of Parcel 05-48-05-15-0-000-002.005; thence East along the South line of Parcel 05-48-05-15-0-000-002.001 to the Southeast corner of Parcel 05-48-05-15-0-000-002.001; thence North along the East line of Parcel 05-48-05-15-0-000-002.001 to the North line of Parcel 05-48-05-15-0-000-004.000; thence East along the North line of Parcel 05-48-05-15-0-000-004.000 to the Northeast corner of Parcel 05-48-05-15-0-000-004.000; thence South along the East line of Parcel 05-48-05-15-0-000-004.000 to the South line of Parcel 05-48-06-14-0-000-005.000; thence East along the South line of Parcel 05-48-06-14-0-000-005.000 to the Southwest corner of Parcel 05-48-06-14-0-000-006.000; thence North along the West line of Parcel 05-48-06-14-0-000-006.000 to the Northwest corner of Parcel 05-48-06-14-0-000-006.000; thence East along the North lines of Parcels 05-48-06-14-0-000-006.000, 05-48-06-14-0-000-007.000, 05-48-06-14-0-000-010.003, 05-48-06-14-0-000-010.005 and 05-48-06-14-0-000-010.000 to the Northeast corner of Parcel 05-48-06-14-0-000-010.000; thence South along the East line of Parcel 05-48-06-14-0-000-010.000 to the Northwest corner of Parcel 05-48-06-13-0-000-001.001; thence East along the North line of Parcel 05-48-06-13-0-000-001.001 to the Northeast corner of Parcel 05-48-06-13-0-000-001.001; thence North along the West line of Parcel 05-48-06-13-0-000-001.000 to the Southwest corner of Parcel 05-48-06-13-0-000-003.000; thence East along the South lines of Parcels 05-48-06-13-0-000-003.000 and 05-48-06-13-0-000-003.002 to the Southeast corner of Parcel 05-48-06-13-0-000-003.002; thence North along the East line of Parcel 05-48-06-13-0-000-003.002 to the North line of Parcel 05-48-06-13-0-000-001.000; thence East along the North line of Parcel 05-48-06-13-0-000-001.000 to the Northeast corner of Parcel 05-48-06-13-0-000-001.000; thence South along the East line of Parcel 05-48-06-13-0-000-001.000 to the Southwest corner of Section 18, Township 6 South, Range 5 East.

Thence East along the South line of Section 18, Township 6 South, Range 5 East to the Southeast corner of Section 18, Township 6 South, Range 5 East. Thence South along the West line of Section 20, Township 6 South, Range 5 East to the Southwest corner of Parcel 05-49-04-20-0-000-001.004; thence East along the South lines of Parcels 05-49-04-20-0-000-001.004, 05-49-04-20-0-000-001.022, 05-49-04-20-0-000-001.027, 05-49-04-20-0-000-001.026, 05-49-04-20-0-000-001.025, 05-49-04-20-0-000-001.024, 05-49-04-20-0-000-001.023, and 05-49-04-20-0-000-001.010 to the Southeast corner of Parcel 05-49-04-20-0-000-001.010; thence due East to the West line of Section 21, Township 6 South, Range 5 East; thence North along the West line of Section 21, Township 6 South, Range 5 East to the Northwest corner of Section 21, Township 6 South, Range 5 East; thence East along the North line of Section 21, Township 6 South, Range 5 East to Northwest corner of Parcel 05-49-05-21-0-000-001.000; thence South along the West line of Parcel 05-49-05-21-0-000-001.000 to the Southwest corner of Parcel 05-49-05-21-0-000-001.000; thence East along the South line of Parcel 05-49-05-21-0-000-001.000 to the Northwest corner of Parcel 05-49-05-22-0-000-006.000; thence South along the West line of Parcel 05-49-05-22-0-000-006.000 to the Southwest corner of Parcel 05-49-05-22-0-000-006.000; thence East along the South line of Parcel 05-49-05-22-0-000-006.000 to the Southeast corner of Parcel 05-49-05-22-0-000-006.000; thence South along the East line of Parcel 05-49-08-27-0-000-002.000 to the Southeast corner of Parcel 05-49-08-27-0-000-002.000; thence West along the South line of Parcel

05-49-08-27-0-000-002.000 to the Northwest Corner of Parcel 05-49-08-27-0-000-006.000. Thence South along the West line of Parcel 05-49-08-27-0-000-006.000 to the Southwest corner of Parcel 05-49-08-27-0-000-006.000.

Thence East along the South lines of Parcels 05-49-08-27-0-000-006.000 and 05-49-07-26-0-000-004.000 to the Southwest corner of Parcel 05-49-07-26-0-000-005.001; thence North along the West line of 05-49-07-26-0-000-005.001 to the Northwest corner of Parcel 05-49-07-26-0-000-005.001; thence East along the North line of Parcel 05-49-07-26-0-000-005.001 to the Northeast corner of Parcel 05-49-07-26-0-000-005.001; thence South along the East line of Parcel 05-49-07-26-0-000-005.001 to the Southwest corner of Parcel 05-49-07-25-0-000-003.000; thence generally Northeast along the East lines of Parcels 05-49-07-25-0-000-003.000, 05-49-06-24-0-000-003.000 and 05-49-06-24-0-000-004.002 to the intersection of the South line of Parcel 05-49-06-24-0-000-001.000; thence generally Northeast along the South lines of Parcels 05-49-06-24-0-000-001.000 and 05-50-04-19-0-000-001.001 to the Southeast corner of Parcel 05-50-04-19-0-000-001.001. Thence crossing the right-of-way of CC Road to the Southwest corner of Parcel 05-50-04-19-0-000-001.000; thence generally East and South along the South line of Parcel 05-50-04-19-0-000-001.000 to the Southeast corner of Parcel 05-50-04-19-0-000-001.000; thence South along the East lines of Parcels 05-50-04-19-0-000-002.000 and 05-50-04-19-0-000-004.000 to the Northwest corner of Parcel 05-50-04-20-0-000-022.003; thence East along the North line of Parcel 05-50-04-20-0-000-022.003 to the Northeast corner of Parcel 05-50-04-20-0-000-022.003; thence South along the East line of Parcel 05-50-04-20-0-000-022.003 to the South line of Section 20, Township 6 South, Range 6 East; thence East along the South line of Section 20, Township 6 South, Range 6 East to the intersection of the midline of the Blackwater River.

Thence generally Southeast along the midline of the Blackwater River to the intersection of the North line of Section 32, Township 6 South, Range 6 East; thence East along the North lines of Section 32, Township 6 South, Range 6 East and Section 33, Township 6 South, Range 6 East to the Northeast corner of Section 33, Township 6 South, Range 6 East; thence South along the East line of Section 33, Township 6 South, Range 6 East to the midline of the Blackwater River. Thence generally Northeast along the midline of the Blackwater River to the intersection of the West line of Section 26, Township 6 South, Range 6 East. Thence South along the West line of Section 26, Township 6 South, Range 6 East to the Southwest corner of Section 26, Township 6 South, Range 6 East; thence East along the South line of Section 26, Township 6 South, Range 6 East to the Southeast corner of Section 26, Township 6 South, Range 6 East; thence North along the East line of Section 26, Township 6 South, Range 6 East to the Southeast corner of Section 23, Township 6 South, Range 6 East. Thence North along the East lines of Sections 23, Township 6 South, Range 6 East, Section 14, Township 6 South, Range 6 East, Section 11, Township 6 South, Range 6 East, Section 1, Township 6 South, Range 6 East, to the intersection of the South line of Section 36, Township 5 South, Range 6 East. Thence East along the South line of Section 36, Township 5 South, Range 6 East to the Southeast corner of Section 36, Township 5 South, Range 6 East; thence North along the East line Section 36, Township 5 South, Range 6 East to the Southwest corner of Section 31, Township 5 South, Range 7 East; thence East along the South line of Section 31, Township 5 South, Range 7 East to the Southeast corner of Section 31, Township 5 South, Range 7 East; thence North along the East lines of Section 31, Township 5 South, Range 7 East, Section 30, Township 5 South, Range 7 East, and Section 19, Township 5 South, Range 7 East to the South line of Section 18, Township 5 South, Range 7 East; thence East along the South line of Section 18, Township 5 South, Range 7 East to the Southeast corner of Section 18, Township 5 South, Range 7 East. Thence North along the East lines of Section 18, Township 5 South, Range 7 East, Section 7, Township 5 South, Range 7 East, and Section 6, Township 5 South, Range 7 East to the Northeast corner of Section 6, Township 5 South, Range 7 East. Thence West along the

North line of Section 6, Township 5 South, Range 7 East to the Southeast corner of Section 31, Township 4 South, Range 7 East. Thence North along the East lines of Section 31, Township 4 South, Range 7 East, and Section 30, Township 4 South, Range 7 East to the Southeast corner of Section 24, Township 4 South, Range 6 East. Thence North along the East line of Section 24, Township 4 South, Range 6 East, to the Northeast corner of Section 24, Township 4 South, Range 6 East; thence West along the North line of Section 24, Township 4 South, Range 6 East to the Northwest corner of Section 24, Township 4 South, Range 6 East; thence North along the East line of Section 23, Township 4 South, Range 6 East to the Northeast corner of Section 23, Township 4 South, Range 6 East; thence Northwest along the East line of Section 14, Township 4 South, Range 6 East to the Northeast corner of Section 15, Township 4 South, Range 6 East. Thence West along the North line of Section 15, Township 4 South, Range 6 East to the Northwest corner of Section 15, Township 4 South, Range 6 East; thence North along the East lines of Sections 16, Township 4 South Range 6 East, Section 09, Township 4 South, Range 6 East, Section 08, Township 4 South, Range 6 East, Section 07, Township 4 South, Range 6 East, Section 06, Township 4 South, Range 6 East, Section 01, Township 4 South, Range 5 East and Section 36, Township 3 South, Range 5 East to the Northwest corner of Section 36, Township 3 South, Range 5 East; thence South along the East line of Section 35, Township 3 South, Range 5 East to the Southeast corner of Section 35, Township 3 South, Range 5 East; thence West along the South line of Section 35, Township 3 South, Range 5 East to the Southwest corner of Section 35, Township 3 South, Range 5 East; thence South along the West line of Section 02, Township 4 South, Range 5 East to the Southeast corner of Parcel 05-35-02-03-0-000-001.000; thence West along the South line of Parcel 05-35-02-03-0-000-001.000 to the Southwest corner of Parcel 05-35-02-03-0-000-001.000; thence North to the Northeast corner of Parcel 05-35-02-03-0-000-002.001.

Thence generally Southwest along the West line of Parcel 05-35-02-03-0-000-002.001 to the intersection of the North line of Parcel 05-35-02-03-0-000-004.000; thence West along the North line of Parcel 05-35-02-03-0-000-004.000 to the Northwest corner of Parcel 05-35-02-03-0-000-004.000; thence South along the West line of Parcel 05-35-02-03-0-000-004.000 to the Southeast corner of Section 04, Township 4 South, Range 5 East; thence West along the South lines of Sections 04, Township 4 South, Range 5 East and Section 05, Township 4 South, Range 5 East to the Northeast corner of Parcel 05-35-03-08-0-000-001.012; thence South along the East lines of Parcels 05-35-03-08-0-000-001.012, 05-35-03-08-0-000-001.002, 05-35-03-08-0-000-001.004, 05-35-03-08-0-000-003.003, 05-35-03-08-0-000-001.004 to the South line of Parcel 05-35-03-08-0-000-001.004; thence West along the South line of Parcel 05-35-03-08-0-000-001.004 to the East line of Section 07, Township 4 South, Range 5 East; thence South along the East line of Section 07, Township 4 South, Range 5 East to the Southeast corner of Section 07, Township 4 South, Range 5 East; thence West along the South line of Section 07, Township 4 South, Range 5 East to the Southwest corner of Section 07, Township 4 South, Range 5 East; thence North along the West line of Section 07, Township 4 South, Range 5 East to the Southeast corner of Section 12, Township 4 South, Range 4 East. Thence West along the South lines of Sections 12, Township 4 South, Range 4 East, Section 11, Township 4 South, Range 4 East, Section 10, Township 4 South, Range 4 East, Section 09, Township 4 South, Range 4 East, Section 08, Township 4 South, Range 4 East, and Section 07, Township 4 South, Range 4 East to the Southwest corner of Section 07, Township 4 South, Range 4 East. Thence North along the West line of Section 07, Township 4 South, Range 4 East to the Southeast corner of Parcel 05-33-01-12-0-000-001.000; thence West along the South lines of Parcels 05-33-01-12-0-000-001.000, 05-33-01-12-0-000-001.129, 05-33-01-11-0-000-001.056, 05-33-01-11-0-000-001.000, 05-33-01-11-0-000-001.002 and 05-33-01-11-0-000-001.053 to the Southwest corner of Parcel 05-33-01-11-0-000-001.053; thence South along the East lines of Parcels 05-33-02-10-0-000-001.000 and 05-33-05-15-0-000-001.000 to the Southeast corner of Section 15, Township 4 South, Range 3 East. Thence West along the South lines of Sections 15,

Township 4 South, Range 3 East and Section 16, Township 4 South, Range 3 East to the point of beginning.



**APPENDIX B**  
**to**  
**Resolution**

**Form of Board Request**

STATE OF ALABAMA )  
BALDWIN COUNTY )

REQUEST FOR SPECIAL 3 MILL AD VALOREM SCHOOL DISTRICT TAX ELECTION

June 8, 2021

From: County Board of Education of Baldwin County, Alabama

To: Baldwin County Commission, as governing body of Baldwin County, Alabama

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The undersigned County Board of Education of Baldwin County, Alabama requests your honorable body to call and order an election to be held pursuant to Amendment No. 382 to the Constitution of Alabama of 1901, as amended ("Amendment No. 382"), and Article 9 of Chapter 13 of Title 16 of the Code of Alabama 1975, in the District 5 (Am. 382) School Tax District in Baldwin County, Alabama, the boundaries of which are described on Exhibit A attached hereto and made apart hereof by this reference thereto (the "District"), on September 21, 2021, to determine whether a special ad valorem school district tax shall be levied and collected annually in the District, pursuant to Amendment No. 382 and in addition to all ad valorem taxes now or hereafter levied in the District, for public school purposes in the District at the uniform rate of thirty cents (\$0.30) on each one hundred dollars of taxable property in the District for a period of 8 years beginning with the levy for the tax year October 1, 2021 to September 30, 2022 (the tax for which year becoming due and payable on October 1, 2022) and ending with the levy for the tax year October 1, 2028 to September 30, 2029 (the tax for which year becoming due and payable on October 1, 2029).

A Request for Special 3 Mill Ad Valorem School District Tax Election requesting the above-referenced school district tax election be held as provided herein has been authorized by the governing bodies of the City of Robertsdale, Alabama, the Town of Silverhill, Alabama and the Town of Loxley, Alabama and executed and delivered to the Board and is attached hereto as Exhibit B.

A Petition in writing requesting the above-referenced school district tax election be held as provided herein has been signed by more than 200 persons, who are qualified electors of the District, and is attached hereto as Exhibit C.

As required by law, the Board submits with this Request a map of the District and has caused such map to be recorded in the Office of the Judge of Probate of Baldwin County, Alabama.

In Witness Whereof, the County Board of Education of Baldwin County, Alabama, has caused this instrument to be executed in its name, under seal, and attested, by officers thereof duly authorized thereunto on the date and year first above written.

**COUNTY BOARD OF EDUCATION OF  
BALDWIN COUNTY, ALABAMA**

By: Jay Dawson  
President

SEAL

Attest: Ellie Tyler  
Secretary

**Exhibit A  
to  
Board Request**

Description of District

Special Tax District 5 Description

**Robertsdale High School Special Tax District 5**

Special Tax District 5 shall consist of all parcels of real property located in Baldwin County, Alabama within the following described area:

Beginning at a point at the Southeast corner of Section 17, Township 4 South, Range 3 East; thence South along the East lines of Section 20, Township 4 South, Range 3 East and Section 29, Township 4 South, Range 3 East to the Southeast corner of Section 29, Township 4 South, Range 3 East. Thence West along the South lines of Section 29, Township 4 South, Range 3 East and Section 30, Township 4 South, Range 3 East to the Southwest corner of Section 30, Township 4 South, Range 3 East. Thence South along the East lines of Section 36, Township 4 South, Range 2 East, and Section 1, Township 5 South, Range 2 East to the Southeast corner of Section 1, Township 5 South, Range 2 East. Thence South along the East line of Parcel 05-43-01-12-0-000-001.000 to the Southeast corner of Parcel 05-43-01-12-0-000-001.000; thence West along the South line of Parcel 05-43-01-12-0-000-001.000 to the Northwest corner of Parcel 05-43-01-12-0-000-024.000. Thence South along the West lines of Parcels 05-43-01-12-0-000-024.000, 05-43-06-13-0-000-001.006, 05-42-04-18-0-000-003.000 to the South line of Parcel 05-42-04-18-0-000-003.000.

Thence generally Southeast crossing the right-of-way of County Road 64 to the Northwest corner of Parcel 05-42-04-19-0-000-002.000; thence South along the West lines of Parcels 05-42-04-19-0-000-002.000 and 05-42-04-19-0-000-001.000 to the Southwest corner of Parcel 05-42-04-19-0-000-001.000; thence East along the South line of Parcel 05-42-04-19-0-000-001.000 to the Northwest corner of Parcel 05-42-04-19-0-000-008.000; thence South along the West lines of Parcels 05-42-04-19-0-000-008.000, 05-42-09-30-0-000-001.001 and 05-42-09-30-0-000-006.000 to the Northwest corner of Parcel 05-42-09-30-0-000-006.003. Thence East along the North lines of parcels 05-42-09-30-0-000-006.003, 05-42-09-30-0-000-006.006, 05-42-09-30-0-000-006.001 and 05-42-09-30-0-000-006.002 to the Northeast corner of Parcel 05-42-09-30-0-000-006.002; thence South along the West line of Parcel 05-42-09-29-0-000-003.000 to the Southwest corner of Parcel 05-42-09-29-0-000-003.000; thence Southeast to the South line of Parcel 05-42-09-29-0-000-003.000; thence East along the South line of Parcel 05-42-09-29-0-000-003.000 to the Northwest corner of Parcel 05-42-09-32-0-000-003.000. Thence South along the West lines of Parcels 05-42-09-32-0-000-003.000, 05-42-09-32-0-000-012.000, 05-42-09-32-0-000-012.002, 05-42-09-32-0-000-012.003 and 05-42-09-32-0-000-012.001 to the Southwest corner of Parcel 05-42-09-32-0-000-012.001; thence South across the right-of way of County Road 54 to the Northwest corner of Parcel 05-42-09-32-0-000-021.000; thence South along the West lines of Parcels 05-42-09-32-0-000-021.000, 05-42-09-32-0-000-039.000, 05-42-09-32-0-000-040.000, 05-42-09-32-0-000-041.000, 05-47-03-05-0-000-006.000, 05-47-03-05-0-000-016.000, 05-47-03-05-0-000-018.000, 05-47-03-05-0-000-019.000, 05-47-03-05-0-000-019.001, 05-47-03-05-0-000-020.000, 05-47-03-05-0-000-020.001, 05-47-03-05-0-000-047.007, 05-47-03-05-0-000-047.029, 05-47-03-05-0-000-047.030, 05-47-03-05-0-000-047.008, 05-47-03-05-0-000-047.009, 05-47-03-05-0-000-047.010, 05-47-03-05-0-000-047.000, 05-47-03-05-0-000-047.026 and 05-47-03-05-0-000-047.011 to the Southwest corner of Parcel 05-47-03-05-0-000-047.011.

Thence South crossing the right-of-way of State Hwy 104 to the Northwest corner of Parcel 05-47-03-08-0-000-006.000; thence South along the West line of Parcel 05-47-03-08-0-000-006.000 to the Southwest corner of Parcel 05-47-03-08-0-000-006.000; thence West along the South lines of Parcels

Parcel 05-47-03-08-0-000-005.000, 05-47-03-08-0-000-003.168 and 05-47-03-07-0-000-002.012 to the intersection of the midline of Fish River.

Thence generally South along the midline of the Fish River to the intersection of the East line of Parcel 05-47-04-19-0-000-003.000; thence South along the East lines of Parcels 05-47-04-19-0-000-003.000, 05-47-04-19-0-000-014.002, 05-47-04-19-0-000-014.001, 05-47-04-19-0-000-014.011, 05-47-04-19-0-000-014.007 and 05-47-04-19-0-000-014.008 to the intersection of the midline of Fish River; thence South along the midline of Fish River to the intersection of the Southwest corner of Parcel 05-47-09-30-0-000-050.000; thence East along the South lines of Parcels 05-47-09-30-0-000-050.000, 05-47-09-30-0-000-050.001 and 05-47-09-29-0-000-001.042 to the Northeast corner of Parcel 05-47-09-29-0-000-009.000; thence South along the East lines of Parcels 05-47-09-29-0-000-009.000, 05-47-09-29-0-000-010.002, 05-47-09-32-0-000-019.000, 05-47-09-32-0-000-019.001 and 05-47-09-32-0-000-019.002 to the Southeast corner of Parcel 05-47-09-32-0-000-019.002; thence West along the South line of Parcel 05-47-09-32-0-000-019.002 to the Northeast corner of Parcel 05-47-09-32-0-000-041.000; thence South along the East line of Parcel 05-47-09-32-0-000-041.000 to the Southwest corner of Parcel 05-47-09-32-0-000-018.000; thence East along the South line of Parcel 05-47-09-32-0-000-018.000 to the intersection of the West right-of-way of County Road 9; thence South along the West right-of-way of County Road 9 to the Southeast corner of Parcel 05-47-09-32-0-000-058.000; thence generally Southeast to the Southwest corner of Parcel 05-47-09-32-0-000-052.000.

Thence East along the South lines of Parcels 05-47-09-32-0-000-052.000, 05-47-09-32-0-000-052.001, 05-47-09-32-0-000-051.006, 05-47-09-32-0-000-051.000 and 05-47-08-33-0-000-010.001 to the Southwest corner of Parcel 05-47-08-33-0-000-009.001; thence North along the West lines of Parcels 05-47-08-33-0-000-009.001, 05-47-08-33-0-000-002.002, 05-47-08-33-0-000-001.002, 05-47-08-28-0-000-012.000, 05-47-08-28-0-000-006.002, 05-47-08-28-0-000-006.012, 05-47-08-28-0-000-006.011, 05-47-08-28-0-000-006.004 and 05-47-08-28-0-000-001.000 to the Northwest corner of Parcel 05-47-08-28-0-000-001.000; thence East along the South line of Parcel 05-47-08-28-0-000-002.000 to the Southeast corner of Parcel 05-47-08-28-0-000-002.000; thence North along the East lines of Parcels 05-47-08-28-0-000-002.000 and 05-47-08-28-0-000-002.001 to the North line of Parcel 05-47-08-28-0-000-001.000; thence East along the North line of Parcel 05-47-08-28-0-000-001.000 to the Northwest corner of Parcel 05-47-08-28-0-000-001.003; thence South along the West line of Parcel 05-47-08-28-0-000-001.003 to the Southwest corner of Parcel 05-47-08-28-0-000-001.003; thence East along the North line of Parcel 05-47-08-28-0-000-001.000 to the Southeast corner of Parcel 05-47-08-28-0-000-001.005; thence North along the East line of Parcel 05-47-08-28-0-000-001.005 to the North line of Parcel 05-47-08-28-0-000-001.000; thence East along the North line of Parcel 05-47-08-28-0-000-001.000 to the Northeast corner of Parcel 05-47-08-28-0-000-001.000; thence South along the East line of Parcel 05-47-08-28-0-000-001.000 to the Northwest corner of Parcel 05-47-08-27-0-000-027.001. Thence East along the North lines of Parcels 05-47-08-27-0-000-027.001, 05-47-08-27-0-000-026.000 and 05-47-08-27-0-000-025.000 to the Northeast corner of Parcel 05-47-08-27-0-000-025.000.

Thence generally Northeast to the Southwest corner of Parcel 05-47-07-26-0-000-003.015; thence East along the South lines of Parcels 05-47-07-26-0-000-003.015 and 05-47-07-26-0-000-003.001 to the Southwest corner of Parcel 05-47-07-26-0-000-003.008; thence North along the West line of Parcel 05-47-07-26-0-000-003.008 to the Northwest corner of Parcel 05-47-07-26-0-000-003.008; thence East along the South line of Parcel 05-47-07-26-0-000-003.011 to the Southeast corner of Parcel 05-47-07-26-0-000-003.011; thence North along the East lines of Parcels 05-47-07-26-0-000-003.011 and 05-47-07-26-0-000-003.012 to the Northeast corner of Parcel 05-47-07-26-0-000-003.012; thence East along the North line of Parcel 05-47-07-26-0-000-003.000 to the Southwest corner of Parcel 05-47-06-23-0-

000-005.001; thence North along the West lines of Parcels 05-47-06-23-0-000-005.001, 05-47-06-23-0-000-005.002 and 05-47-06-23-0-000-004.000 to the Northwest corner of Parcel 05-47-06-23-0-000-004.000; thence East along the North line of Parcel 05-47-06-23-0-000-004.000 to the Southwest corner of Parcel 05-47-06-23-0-000-001.001; thence North along the West line of Parcel 05-47-06-23-0-000-001.001 to the Northwest corner of Parcel 05-47-06-23-0-000-001.001; thence East along the South lines of Section 14, Township 6 South, Range 3 East, Section 13, Township 6 South, Range 3 East, Section 18, Township 6 South, Range 4 East, Section 17, Township 6 South, Range 4 East, Section 16, Township 6 South, Range 4 East to the intersection of the East right-of-way of Baldwin Beach Express. Thence North along the East right-of-way of Baldwin Beach Express to the Northwest corner of Parcel 05-48-05-15-0-000-002.005; thence East along the South line of Parcel 05-48-05-15-0-000-002.001 to the Southeast corner of Parcel 05-48-05-15-0-000-002.001; thence North along the East line of Parcel 05-48-05-15-0-000-002.001 to the North line of Parcel 05-48-05-15-0-000-004.000; thence East along the North line of Parcel 05-48-05-15-0-000-004.000 to the Northeast corner of Parcel 05-48-05-15-0-000-004.000; thence South along the East line of Parcel 05-48-05-15-0-000-004.000 to the South line of Parcel 05-48-06-14-0-000-005.000; thence East along the South line of Parcel 05-48-06-14-0-000-005.000 to the Southwest corner of Parcel 05-48-06-14-0-000-006.000; thence North along the West line of Parcel 05-48-06-14-0-000-006.000 to the Northwest corner of Parcel 05-48-06-14-0-000-006.000; thence East along the North lines of Parcels 05-48-06-14-0-000-006.000, 05-48-06-14-0-000-007.000, 05-48-06-14-0-000-010.003, 05-48-06-14-0-000-010.005 and 05-48-06-14-0-000-010.000 to the Northeast corner of Parcel 05-48-06-14-0-000-010.000; thence South along the East line of Parcel 05-48-06-14-0-000-010.000 to the Northwest corner of Parcel 05-48-06-13-0-000-001.001; thence East along the North line of Parcel 05-48-06-13-0-000-001.001 to the Northeast corner of Parcel 05-48-06-13-0-000-001.001; thence North along the West line of Parcel 05-48-06-13-0-000-001.000 to the Southwest corner of Parcel 05-48-06-13-0-000-003.000; thence East along the South lines of Parcels 05-48-06-13-0-000-003.000 and 05-48-06-13-0-000-003.002 to the Southeast corner of Parcel 05-48-06-13-0-000-003.002; thence North along the East line of Parcel 05-48-06-13-0-000-003.002 to the North line of Parcel 05-48-06-13-0-000-001.000; thence East along the North line of Parcel 05-48-06-13-0-000-001.000 to the Northeast corner of Parcel 05-48-06-13-0-000-001.000; thence South along the East line of Parcel 05-48-06-13-0-000-001.000 to the Southwest corner of Section 18, Township 6 South, Range 5 East.

Thence East along the South line of Section 18, Township 6 South, Range 5 East to the Southeast corner of Section 18, Township 6 South, Range 5 East. Thence South along the West line of Section 20, Township 6 South, Range 5 East to the Southwest corner of Parcel 05-49-04-20-0-000-001.004; thence East along the South lines of Parcels 05-49-04-20-0-000-001.004, 05-49-04-20-0-000-001.022, 05-49-04-20-0-000-001.027, 05-49-04-20-0-000-001.026, 05-49-04-20-0-000-001.025, 05-49-04-20-0-000-001.024, 05-49-04-20-0-000-001.023, and 05-49-04-20-0-000-001.010 to the Southeast corner of Parcel 05-49-04-20-0-000-001.010; thence due East to the West line of Section 21, Township 6 South, Range 5 East; thence North along the West line of Section 21, Township 6 South, Range 5 East to the Northwest corner of Section 21, Township 6 South, Range 5 East; thence East along the North line of Section 21, Township 6 South, Range 5 East to Northwest corner of Parcel 05-49-05-21-0-000-001.000; thence South along the West line of Parcel 05-49-05-21-0-000-001.000 to the Southwest corner of Parcel 05-49-05-21-0-000-001.000; thence East along the South line of Parcel 05-49-05-21-0-000-001.000 to the Northwest corner of Parcel 05-49-05-22-0-000-006.000; thence South along the West line of Parcel 05-49-05-22-0-000-006.000 to the Southwest corner of Parcel 05-49-05-22-0-000-006.000; thence East along the South line of Parcel 05-49-05-22-0-000-006.000 to the Southeast corner of Parcel 05-49-05-22-0-000-006.000; thence South along the East line of Parcel 05-49-08-27-0-000-002.000 to the Southeast corner of Parcel 05-49-08-27-0-000-002.000; thence West along the South line of Parcel

05-49-08-27-0-000-002.000 to the Northwest Corner of Parcel 05-49-08-27-0-000-006.000. Thence South along the West line of Parcel 05-49-08-27-0-000-006.000 to the Southwest corner of Parcel 05-49-08-27-0-000-006.000.

Thence East along the South lines of Parcels 05-49-08-27-0-000-006.000 and 05-49-07-26-0-000-004.000 to the Southwest corner of Parcel 05-49-07-26-0-000-005.001; thence North along the West line of 05-49-07-26-0-000-005.001 to the Northwest corner of Parcel 05-49-07-26-0-000-005.001; thence East along the North line of Parcel 05-49-07-26-0-000-005.001 to the Northeast corner of Parcel 05-49-07-26-0-000-005.001; thence South along the East line of Parcel 05-49-07-26-0-000-005.001 to the Southwest corner of Parcel 05-49-07-25-0-000-003.000; thence generally Northeast along the East lines of Parcels 05-49-07-25-0-000-003.000, 05-49-06-24-0-000-003.000 and 05-49-06-24-0-000-004.002 to the intersection of the South line of Parcel 05-49-06-24-0-000-001.000; thence generally Northeast along the South lines of Parcels 05-49-06-24-0-000-001.000 and 05-50-04-19-0-000-001.001 to the Southeast corner of Parcel 05-50-04-19-0-000-001.001. Thence crossing the right-of-way of CC Road to the Southwest corner of Parcel 05-50-04-19-0-000-001.000; thence generally East and South along the South line of Parcel 05-50-04-19-0-000-001.000 to the Southeast corner of Parcel 05-50-04-19-0-000-001.000; thence South along the East lines of Parcels 05-50-04-19-0-000-002.000 and 05-50-04-19-0-000-004.000 to the Northwest corner of Parcel 05-50-04-20-0-000-022.003; thence East along the North line of Parcel 05-50-04-20-0-000-022.003 to the Northeast corner of Parcel 05-50-04-20-0-000-022.003; thence South along the East line of Parcel 05-50-04-20-0-000-022.003 to the South line of Section 20, Township 6 South, Range 6 East; thence East along the South line of Section 20, Township 6 South, Range 6 East to the intersection of the midline of the Blackwater River.

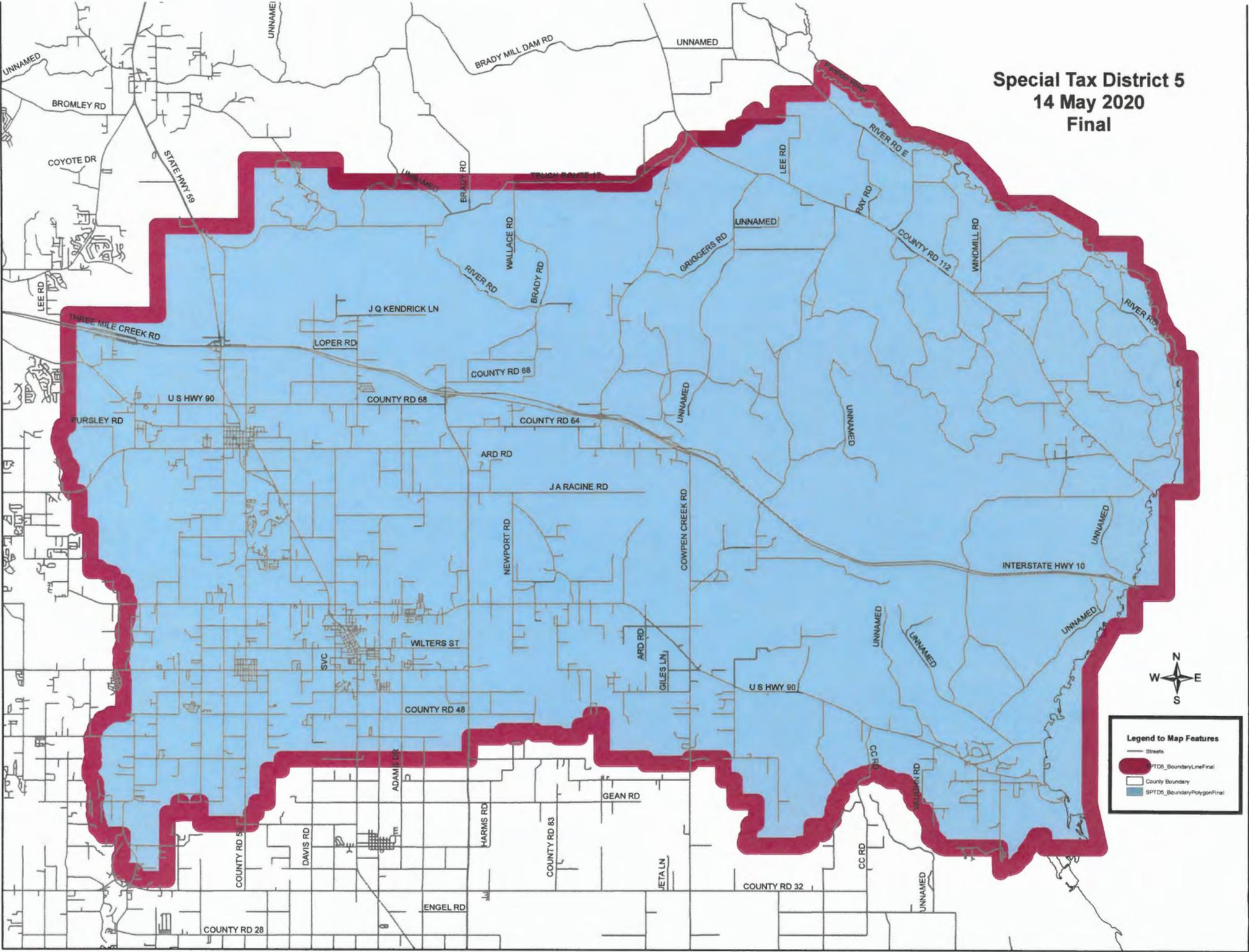
Thence generally Southeast along the midline of the Blackwater River to the intersection of the North line of Section 32, Township 6 South, Range 6 East; thence East along the North lines of Section 32, Township 6 South, Range 6 East and Section 33, Township 6 South, Range 6 East to the Northeast corner of Section 33, Township 6 South, Range 6 East; thence South along the East line of Section 33, Township 6 South, Range 6 East to the midline of the Blackwater River. Thence generally Northeast along the midline of the Blackwater River to the intersection of the West line of Section 26, Township 6 South, Range 6 East. Thence South along the West line of Section 26, Township 6 South, Range 6 East to the Southwest corner of Section 26, Township 6 South, Range 6 East; thence East along the South line of Section 26, Township 6 South, Range 6 East to the Southeast corner of Section 26, Township 6 South, Range 6 East; thence North along the East line of Section 26, Township 6 South, Range 6 East to the Southeast corner of Section 23, Township 6 South, Range 6 East. Thence North along the East lines of Sections 23, Township 6 South, Range 6 East, Section 14, Township 6 South, Range 6 East, Section 11, Township 6 South, Range 6 East, Section 1, Township 6 South, Range 6 East, to the intersection of the South line of Section 36, Township 5 South, Range 6 East. Thence East along the South line of Section 36, Township 5 South, Range 6 East to the Southeast corner of Section 36, Township 5 South, Range 6 East; thence North along the East line Section 36, Township 5 South, Range 6 East to the Southwest corner of Section 31, Township 5 South, Range 7 East; thence East along the South line of Section 31, Township 5 South, Range 7 East to the Southeast corner of Section 31, Township 5 South, Range 7 East; thence North along the East lines of Section 31, Township 5 South, Range 7 East, Section 30, Township 5 South, Range 7 East, and Section 19, Township 5 South, Range 7 East to the South line of Section 18, Township 5 South, Range 7 East; thence East along the South line of Section 18, Township 5 South, Range 7 East to the Southeast corner of Section 18, Township 5 South, Range 7 East. Thence North along the East lines of Section 18, Township 5 South, Range 7 East, Section 7, Township 5 South, Range 7 East, and Section 6, Township 5 South, Range 7 East to the Northeast corner of Section 6, Township 5 South, Range 7 East. Thence West along the

North line of Section 6, Township 5 South, Range 7 East to the Southeast corner of Section 31, Township 4 South, Range 7 East. Thence North along the East lines of Section 31, Township 4 South, Range 7 East, and Section 30, Township 4 South, Range 7 East to the Southeast corner of Section 24, Township 4 South, Range 6 East. Thence North along the East line of Section 24, Township 4 South, Range 6 East, to the Northeast corner of Section 24, Township 4 South, Range 6 East; thence West along the North line of Section 24, Township 4 South, Range 6 East to the Northwest corner of Section 24, Township 4 South, Range 6 East; thence North along the East line of Section 23, Township 4 South, Range 6 East to the Northeast corner of Section 23, Township 4 South, Range 6 East; thence Northwest along the East line of Section 14, Township 4 South, Range 6 East to the Northeast corner of Section 15, Township 4 South, Range 6 East. Thence West along the North line of Section 15, Township 4 South, Range 6 East to the Northwest corner of Section 15, Township 4 South, Range 6 East; thence North along the East lines of Sections 16, Township 4 South Range 6 East, Section 09, Township 4 South, Range 6 East, Section 08, Township 4 South, Range 6 East, Section 07, Township 4 South, Range 6 East, Section 06, Township 4 South, Range 6 East, Section 01, Township 4 South, Range 5 East and Section 36, Township 3 South, Range 5 East to the Northwest corner of Section 36, Township 3 South, Range 5 East; thence South along the East line of Section 35, Township 3 South, Range 5 East to the Southeast corner of Section 35, Township 3 South, Range 5 East; thence West along the South line of Section 35, Township 3 South, Range 5 East to the Southwest corner of Section 35, Township 3 South, Range 5 East; thence South along the West line of Section 02, Township 4 South, Range 5 East to the Southeast corner of Parcel 05-35-02-03-0-000-001.000; thence West along the South line of Parcel 05-35-02-03-0-000-001.000 to the Southwest corner of Parcel 05-35-02-03-0-000-001.000; thence North to the Northeast corner of Parcel 05-35-02-03-0-000-002.001.

Thence generally Southwest along the West line of Parcel 05-35-02-03-0-000-002.001 to the intersection of the North line of Parcel 05-35-02-03-0-000-004.000; thence West along the North line of Parcel 05-35-02-03-0-000-004.000 to the Northwest corner of Parcel 05-35-02-03-0-000-004.000; thence South along the West line of Parcel 05-35-02-03-0-000-004.000 to the Southeast corner of Section 04, Township 4 South, Range 5 East; thence West along the South lines of Sections 04, Township 4 South, Range 5 East and Section 05, Township 4 South, Range 5 East to the Northeast corner of Parcel 05-35-03-08-0-000-001.012; thence South along the East lines of Parcels 05-35-03-08-0-000-001.012, 05-35-03-08-0-000-001.002, 05-35-03-08-0-000-001.004, 05-35-03-08-0-000-003.003, 05-35-03-08-0-000-001.004 to the South line of Parcel 05-35-03-08-0-000-001.004; thence West along the South line of Parcel 05-35-03-08-0-000-001.004 to the East line of Section 07, Township 4 South, Range 5 East; thence South along the East line of Section 07, Township 4 South, Range 5 East to the Southeast corner of Section 07, Township 4 South, Range 5 East; thence West along the South line of Section 07, Township 4 South, Range 5 East to the Southwest corner of Section 07, Township 4 South, Range 5 East; thence North along the West line of Section 07, Township 4 South, Range 5 East to the Southeast corner of Section 12, Township 4 South, Range 4 East. Thence West along the South lines of Sections 12, Township 4 South, Range 4 East, Section 11, Township 4 South, Range 4 East, Section 10, Township 4 South, Range 4 East, Section 09, Township 4 South, Range 4 East, Section 08, Township 4 South, Range 4 East, and Section 07, Township 4 South, Range 4 East to the Southwest corner of Section 07, Township 4 South, Range 4 East. Thence North along the West line of Section 07, Township 4 South, Range 4 East to the Southeast corner of Parcel 05-33-01-12-0-000-001.000; thence West along the South lines of Parcels 05-33-01-12-0-000-001.000, 05-33-01-12-0-000-001.129, 05-33-01-11-0-000-001.056, 05-33-01-11-0-000-001.000, 05-33-01-11-0-000-001.002 and 05-33-01-11-0-000-001.053 to the Southwest corner of Parcel 05-33-01-11-0-000-001.053; thence South along the East lines of Parcels 05-33-02-10-0-000-001.000 and 05-33-05-15-0-000-001.000 to the Southeast corner of Section 15, Township 4 South, Range 3 East. Thence West along the South lines of Sections 15,

Township 4 South, Range 3 East and Section 16, Township 4 South, Range 3 East to the point of beginning.

**Special Tax District 5**  
**14 May 2020**  
**Final**



**Legend to Map Features**

- Streets
- SPTD5\_BoundaryLineFinal
- County Boundary
- SPTD5\_BoundaryPolygonFinal



**Exhibit B  
to  
Board Request**

Municipal Request

**REQUEST FOR SPECIAL 3-MILL AD VALOREM SCHOOL DISTRICT TAX ELECTION**

Central Baldwin Feeder Pattern  
April 27, 2021

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From: City of Robertsdale, Alabama  
Town of Silverhill, Alabama  
Town of Loxley, Alabama

To: County Board of Education of Baldwin County, Alabama

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The undersigned municipalities, having determined by proceedings duly adopted thereby to undertake primary responsibility for the active and public advocacy, encouragement and promotion of the vote in favor of the levy of the within-referenced special district school tax for the exclusive benefit of the local public schools in, or serving the students within, the municipalities in furtherance of the best interests of such schools, hereby request your honorable body to:

- (1) approve, and fix the boundaries of, a special school tax district for the purposes of Amendment No. 382 to the Constitution of Alabama of 1901, as amended, consisting of the area of Baldwin County, Alabama, described on Exhibit "A" hereto (the "District"); and
- (2) deliver a request, in accordance with Article 9 of Chapter 13 of Title 16 of the Code of Alabama 1975 ("Article 9"), to the Baldwin County Commission, as governing body of Baldwin County, Alabama, to call and order an election to be held as provided in Article 9 to determine whether a special ad valorem district school tax shall be levied and collected annually in the District, at the rate, for the time, and for the purposes described as follows (the "Special Tax");

Rate of Tax: 3 Mills (\$0.30 on each one hundred dollars of taxable property);

Time of Tax: 8 ad valorem tax years from the October 1 next after the election;

Purposes: public school purposes in the District for public schools under the jurisdiction of the County Board of Education of Baldwin County, Alabama;<sup>[1]</sup>

District: as described on Exhibit "A" hereto; and

- (3) take all action required of the Board under the applicable laws of the State of Alabama to cause the Special Tax to be levied and collected within the District at the rate and for the time and purposes set forth herein.

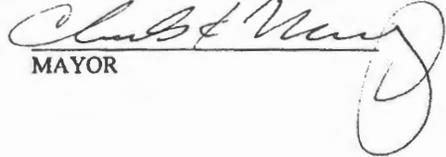
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<sup>[1]</sup> Specific purposes may be added.

In Witness Whereof, each of the undersigned municipalities, has caused this instrument to be executed in its name, under seal, and attested, by officers thereof duly authorized thereunto on the date and year first above written.

In Witness Whereof, each of the undersigned municipalities, has caused this instrument to be executed in its name, under seal, and attested, by officers thereof duly authorized thereunto on the date and year first above written.

**CITY OF ROBERTSDALE, ALABAMA**

By:   
MAYOR

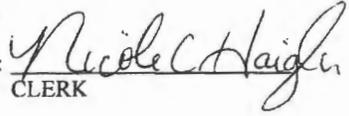
SEAL

Attest:   
CLERK

**TOWN OF SILVERHILL, ALABAMA**

By:   
MAYOR

SEAL

Attest:   
CLERK

**TOWN OF LOXLEY, ALABAMA**

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

SEAL

Attest: \_\_\_\_\_  
CLERK

In Witness Whereof, each of the undersigned municipalities, has caused this instrument to be executed in its name, under seal, and attested, by officers thereof duly authorized thereunto on the date and year first above written.

**CITY OF ROBERTSDALE, ALABAMA**

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

SEAL

Attest: \_\_\_\_\_  
CLERK

**TOWN OF SILVERHILL, ALABAMA**

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

SEAL

Attest: \_\_\_\_\_  
CLERK

**TOWN OF LOXLEY, ALABAMA**

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

SEAL

Attest: Melissa Lawrence  
CLERK

**Exhibit C  
to  
Board Request**

**Petition**

Petitioners must be registered voters in the District

PETITION FOR SPECIAL THREE-MILL AD VALOREM SCHOOL DISTRICT TAX ELECTION

TO THE BALDWIN COUNTY COMMISSION, AS GOVERNING BODY OF BALDWIN COUNTY, ALABAMA:

The undersigned request your honorable body to call and order an election to be held pursuant to Amendment No. 382 to the Constitution of Alabama of 1901, as amended ("Amendment No. 382"), and Article 9 of Chapter 13 of Title 16 of the Code of Alabama 1975, in the Central Baldwin (Am. 382) School Tax District ( the "District") in Baldwin County, Alabama, the boundaries of which are described on Exhibit A attached hereto and made apart hereof by this reference thereto, on September 21, 2021, to determine whether a special ad valorem school district tax shall be levied and collected annually in the District, pursuant to Amendment No. 382 and in addition to all ad valorem taxes now or hereafter levied in the District, for public school purposes in the District for public schools under the jurisdiction of the County Board of Education of Baldwin County, Alabama at the uniform rate of thirty cents (\$0.30) on each one hundred dollars of taxable property in the District for a period of 8 years beginning with the levy for the tax year October 1, 2021 to September 30, 2022 (the tax for which year becoming due and payable on October 1, 2022) and ending with the levy for the tax year October 1, 2028 to September 30, 2029 (the tax for which year becoming due and payable on October 1, 2029).

Each of the undersigned represents that he or she is a qualified elector of the District.

1. \_\_\_\_\_

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

Address: \_\_\_\_\_  
\_\_\_\_\_

4. \_\_\_\_\_

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

Address: \_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_

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

Address: \_\_\_\_\_  
\_\_\_\_\_

5. \_\_\_\_\_

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

Address: \_\_\_\_\_  
\_\_\_\_\_

3. \_\_\_\_\_

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

Address: \_\_\_\_\_  
\_\_\_\_\_

6. \_\_\_\_\_

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

Address: \_\_\_\_\_  
\_\_\_\_\_

**APPENDIX C**  
**to**  
**Resolution**

**Form of Agreement**

**LOCAL PUBLIC SCHOOL AGREEMENT**

( \_\_\_\_\_ (Am. 382) School Tax District)

Effective Date: \_\_\_\_\_, 20\_\_

This Agreement is made on the above date by:

**Board:** County Board of Education of Baldwin County, Alabama

**Town:** City of Robertsdale, Alabama

Town of Silverhill, Alabama

Town of Loxley, Alabama

**Recitals**

In furtherance of the stated public purpose of the Municipalities to facilitate the provision of additional local ad valorem tax revenues for the within-referenced "District Public School Purposes," and pursuant to requests in writing by the Municipalities and the Board to the Baldwin County Commission, a petition of more than 200 qualified electors of the within-described " \_\_\_\_\_ (Am. 382) School Tax District" (the "District"), proceedings of the Baldwin County Commission, and an election duly held and conducted in the District on \_\_\_\_\_, 20\_\_, the within Special Tax shall be levied and collected in the District for the District Public School Purposes for the within Special Tax Period.

Pursuant to applicable law, the proceeds of the Special Tax are the property of the Board and must be applied and used for the exclusive benefit of the public schools in the District.

The District contains all, or a significant portion of, the area within the respective corporate limits of the Municipalities.

The Municipalities have agreed to represent the various communities of the District collectively for the purposes of this Agreement and with respect to the within-referenced District Public School Purposes.

The Board and the Municipalities have delivered this Agreement to provide for advice and recommendations to be directed to the Board by a public school commission appointed by the governing bodies of the Municipalities with respect to the application and use of the proceeds of the Special Tax for the District Public School Purposes within the District that are adapted and responsive to the particular interests and needs of the public school students, and the public schools, within the District.

**Agreement**

Now Therefore, in consideration of the premises and the mutual covenants and agreements herein, the Board and the Municipalities hereby covenant and agree as follows:

**ARTICLE 1**

**Representations**

**Section 1.01 Recitals**

The Board and the Municipalities agree the Recitals to this Agreement are true and correct.

**Section 1.02 Representations of Board**

The Board, having obtained and made any required approvals, consents and filings, having determined that this Agreement is not in conflict with or inconsistent with any law or policy of the State Board of Education or the purposes of the Board, and having duly authorized and executed this Agreement by all required action and proceedings, delivers this Agreement to the Municipalities on the above Effective Date pursuant to Sections 16-8-12.1 and 16-13-198 of the Code of Alabama 1975.

### **Section 1.03 Representations by the Municipalities**

Each of the Municipalities, having obtained and made any required approvals, consents, and filings, and having duly authorized and executed this Agreement by all required action and proceedings, delivers this Agreement to the Board on the above Effective Date pursuant to Section 16-13-309(3) of the Code of Alabama 1975.

## **ARTICLE 2 Definitions**

The following terms shall have the respective meanings in this Agreement:

Commission shall have the meaning assigned in Section 3.03.

District means \_\_\_\_\_ (Am. 382) School Tax District, as more particularly described on Exhibit "A" hereto.

District Public School Facilities means and includes the following public school facilities under the jurisdiction of the Board:

(a) \_\_\_\_\_;

(b) all capital improvements made to, and all equipment, fixtures, furniture and furnishings, computer and electronic and telecommunication facilities, and other personal property installed in or used in connection with, any of the foregoing public school facilities of the Board within the District at any time provided by the Board from revenues of the Board;

(c) all facilities at any time provided by the Board from any revenues of the Board with respect to virtual school programs (pursuant to Chapter 46A of Title 16 of the Code of Alabama 1975), International Baccalaureate programs, magnet school programs, and other educational programs for the benefit of students who reside in the District; and

(d) all public school facilities (as defined in Section 16-13-301(4) of the Code of Alabama 1975) at any time provided by the Board from any revenues of the Board and located within the District.

District Public School Purposes means and includes educational, vocational, and technological programs of instruction, athletic, arts, and extracurricular activities and programs, and all facilities and improvements necessary for any thereof, which are of particular interest to, or provide for particular needs of, the District Public School Facilities, and operation, maintenance and capital improvement of the District Public School Facilities.

Special Tax means the special ad valorem school district tax levied and collected in the District under Amendment No. 382 to the Constitution of Alabama of 1901, as amended, at the rate of \_\_\_ mills and for the Special Tax Period.

Special Tax Period means the period of levy of the Special Tax, being beginning with the levy for the tax year October 1, 20\_\_ to September 30, 20\_\_ and ending with the levy for the tax year October 1, 20\_\_ to September 30, 20\_\_.

Special Tax Proceeds means the net proceeds of the Special Tax actually received by the Board.

Superintendent means the County Superintendent of Education of Baldwin County, Alabama.

### **ARTICLE 3 Application of Special Tax Proceeds**

#### **Section 3.01 Control, Custody and Identification of Special Tax Proceeds**

- (a) The Board shall receive and have sole custody of all of the Special Tax Proceeds.
- (b) The Board shall separately account for all Special Tax Proceeds, by segregation of such proceeds in a separate account or fund, separate accounting on the financial records of the Board, or by such other means as shall provide for identification of the amounts and uses of such proceeds.

#### **Section 3.02 Exclusive Benefit of District Public School Facilities**

The Special Tax Proceeds shall be used for the exclusive benefit of the District Public School Facilities.

#### **Section 3.03 Local School Commission**

- (a) The Municipalities shall establish a commission to be known as the “\_\_\_\_\_ Public School Commission,” for purposes of this Agreement.
- (b) The Municipalities will determine the qualifications and terms of service of the members of the Commission, provided, however, for purposes of this Agreement:
  - (i) the Commission will consist of \_\_\_\_\_ persons; and
  - (ii) each of the Municipalities will appoint \_\_\_\_\_ persons; and
  - (iii) not less than \_\_\_\_\_ members of the Commission will be residents of an unincorporated area of the District; and
  - (iv) each member of the Commission must be a qualified elector of the District;and

(v) the membership of the Commission shall fairly represent all communities within the District, including communities within both incorporated and unincorporated areas within the District, and the economic, gender and racial diversity of the District; and

(vi) the Mayor, and any member of the governing body, of any of the Municipalities may be a member of the Commission.

(c) The authority and purposes of the Commission are limited to advice and recommendations to the Board with respect to the use of the Special Tax Proceeds, as provided in Section 3.04.

### **Section 3.04 Cooperation by Commission and Board; Use of Special Tax Proceeds**

(a) (i) The Commission may, from time to time, provide advice and recommendations in writing to the Superintendent, in accordance with the policies and procedures of the Board therefor, with respect to the use of the Special Tax Proceeds for District Public School Purposes.

(ii) The Superintendent shall timely review all recommendations received from the Commission pursuant to this Agreement. The Commission shall provide any further information requested by the Superintendent with respect to any recommendation of the Commission. The Superintendent may approve or disapprove the use of Special Tax Proceeds for all or any part of any purpose recommended by the Commission.

(iii) The Superintendent shall timely deliver to the Board a recommendation with respect to the use of the Special Tax Proceeds for any purpose which shall have been recommended by the Commission and approved by the Superintendent.

(iv) The Superintendent may withhold from the Board any recommendation from the Commission with respect to the use of Special Tax Proceeds for any purpose which the Superintendent shall not have approved.

(v) The Superintendent will not deliver to the Board any recommendation with respect to the use of any of the Special Tax Proceeds unless such recommendation is based upon a recommendation properly made by the Commission to the Superintendent pursuant to this Agreement.

(b) The Board will consider and act upon any advice or recommendations provided by the Commission pursuant to subsection (a) within the period of time requested therefor by the Commission to the extent the Board may do so in accordance with applicable law.

(c) The Board will give priority to the use of the Special Tax Proceeds in accordance with the recommendations by the Superintendent; provided, however, any indebtedness to be incurred by the Board with respect to District Public School Purposes shall be payable solely from the Special Tax Proceeds and the principal of, and interest on, all existing and proposed indebtedness payable from the Special Tax Proceeds becoming due and payable in any fiscal year shall not exceed eighty percent (80%) of the Special Tax Proceeds for the fiscal year next preceding the date of incurrence of any such indebtedness.

(d) (i) The Board will cause the Special Tax Proceeds to be applied for the District Public School Purposes which are recommended by the Superintendent and approved by the Board.

(ii) The Board will hold, pursuant to Section 3.01(b) and for application as provided in Section 3.02, all Special Tax Proceeds which are not applied as provide in subsection (d)(i).

### **Section 3.05 Authority of Board**

(a) As the control and supervision of the District Public School Facilities are vested in the Board, the Board will, with respect to the use of the Special Tax Proceeds for District Public School Purposes, control and direct the engagement of coaches, instructors, teachers and other employees of the Board, the providers of professional services, the procurement of materials, and the delivery of contractual agreements.

(b) Anything in this Agreement to the contrary notwithstanding, the application and use of the Special Tax Proceeds will be subject to final approval of the Board.

### **ARTICLE 4 Special Agreement of Board**

The Board agrees the Board will determine, and include in the annual budget for each fiscal year, the amount of local public school funds to be allocated for the benefit of the District Public School Facilities without regard to the amount of Special Tax Proceeds estimated to be received in such fiscal year and will not adjust or reduce the amount of local public school funds of the Board which are to be used for the District Public School Facilities in any fiscal year by the amount of the Special Tax Proceeds received in such fiscal year.

### **ARTICLE 5 Termination of Agreement**

The Board and the Municipalities agree that this Agreement will terminate and be of no force and effect from and after the first to occur of (i) authorization, execution and delivery by the Board and the Municipalities of a termination in writing of this Agreement or (ii) the expenditure of all proceeds of the Special Tax after the termination of the Special Tax Period, without action by or notice to the Board or the Municipalities or any other governmental or nongovernmental person.

### **ARTICLE 6 Provisions of General Application**

The Board and the Municipalities agree:

- (a) **Governing Law:** This Agreement will be governed by and construed in accordance with the laws of the State of Alabama without regard to principles of conflict of laws.
- (b) **Counterparts:** This Agreement may be executed in several counterparts each of which will constitute one and the same agreement.

- (c) **Amendment:** This Agreement may be amended only in writing duly authorized, executed and delivered by each party to this Agreement.
- (d) **Notices:** Any notice given hereunder by any party will be delivered simultaneously to all parties hereto at the respective addresses thereof set forth on the signature page hereof.
- (e) **No Joint Venture:** Each party hereto agrees that (1) this Agreement will not operate or be construed to create a joint venture or partnership among the parties hereto and (2) it will be solely responsible for the administration of its respective agreements and relationships with the other parties hereto.
- (f) **No Other Beneficiaries:** Each party hereto agrees that the Agreement is solely for the benefit of the parties hereto and the successors and assigns thereof and no other person will have any benefit, interest or rights under or by virtue of this Agreement.

IN WITNESS WHEREOF, the Board and the Municipalities have each caused this Agreement to be executed in the name thereof, under seal, by an officer thereof duly authorized thereunto on the above Effective Date.

**COUNTY BOARD OF EDUCATION OF  
BALDWIN COUNTY, ALABAMA**

By: \_\_\_\_\_  
President  
Address: 2600 North Hand Avenue  
Bay Minette, Alabama 36507

**CITY OF ROBERTSDALE, ALABAMA**

By: \_\_\_\_\_  
Mayor  
Address: \_\_\_\_\_  
\_\_\_\_\_

**TOWN OF SILVERHILL, ALABAMA**

By: \_\_\_\_\_  
Mayor  
Address: \_\_\_\_\_  
\_\_\_\_\_

**TOWN OF LOXLEY, ALABAMA**

By: \_\_\_\_\_  
Mayor  
Address: Post Office Box 9  
Loxley, Alabama 36551

**Exhibit A**  
**to**  
**Local Public School Agreement**

Description of District

Special Tax District 5 Description

**Robertsdale High School Special Tax District 5**

Special Tax District 5 shall consist of all parcels of real property located in Baldwin County, Alabama within the following described area:

Beginning at a point at the Southeast corner of Section 17, Township 4 South, Range 3 East; thence South along the East lines of Section 20, Township 4 South, Range 3 East and Section 29, Township 4 South, Range 3 East to the Southeast corner of Section 29, Township 4 South, Range 3 East. Thence West along the South lines of Section 29, Township 4 South, Range 3 East and Section 30, Township 4 South, Range 3 East to the Southwest corner of Section 30, Township 4 South, Range 3 East. Thence South along the East lines of Section 36, Township 4 South, Range 2 East, and Section 1, Township 5 South, Range 2 East to the Southeast corner of Section 1, Township 5 South, Range 2 East. Thence South along the East line of Parcel 05-43-01-12-0-000-001.000 to the Southeast corner of Parcel 05-43-01-12-0-000-001.000; thence West along the South line of Parcel 05-43-01-12-0-000-001.000 to the Northwest corner of Parcel 05-43-01-12-0-000-024.000. Thence South along the West lines of Parcels 05-43-01-12-0-000-024.000, 05-43-06-13-0-000-001.006, 05-42-04-18-0-000-003.000 to the South line of Parcel 05-42-04-18-0-000-003.000.

Thence generally Southeast crossing the right-of-way of County Road 64 to the Northwest corner of Parcel 05-42-04-19-0-000-002.000; thence South along the West lines of Parcels 05-42-04-19-0-000-002.000 and 05-42-04-19-0-000-001.000 to the Southwest corner of Parcel 05-42-04-19-0-000-001.000; thence East along the South line of Parcel 05-42-04-19-0-000-001.000 to the Northwest corner of Parcel 05-42-04-19-0-000-008.000; thence South along the West lines of Parcels 05-42-04-19-0-000-008.000, 05-42-09-30-0-000-001.001 and 05-42-09-30-0-000-006.000 to the Northwest corner of Parcel 05-42-09-30-0-000-006.003. Thence East along the North lines of parcels 05-42-09-30-0-000-006.003, 05-42-09-30-0-000-006.006, 05-42-09-30-0-000-006.001 and 05-42-09-30-0-000-006.002 to the Northeast corner of Parcel 05-42-09-30-0-000-006.002; thence South along the West line of Parcel 05-42-09-29-0-000-003.000 to the Southwest corner of Parcel 05-42-09-29-0-000-003.000; thence Southeast to the South line of Parcel 05-42-09-29-0-000-003.000; thence East along the South line of Parcel 05-42-09-29-0-000-003.000 to the Northwest corner of Parcel 05-42-09-32-0-000-003.000. Thence South along the West lines of Parcels 05-42-09-32-0-000-003.000, 05-42-09-32-0-000-012.000, 05-42-09-32-0-000-012.002, 05-42-09-32-0-000-012.003 and 05-42-09-32-0-000-012.001 to the Southwest corner of Parcel 05-42-09-32-0-000-012.001; thence South across the right-of way of County Road 54 to the Northwest corner of Parcel 05-42-09-32-0-000-021.000; thence South along the West lines of Parcels 05-42-09-32-0-000-021.000, 05-42-09-32-0-000-039.000, 05-42-09-32-0-000-040.000, 05-42-09-32-0-000-041.000, 05-47-03-05-0-000-006.000, 05-47-03-05-0-000-016.000, 05-47-03-05-0-000-018.000, 05-47-03-05-0-000-019.000, 05-47-03-05-0-000-019.001, 05-47-03-05-0-000-020.000, 05-47-03-05-0-000-020.001, 05-47-03-05-0-000-047.007, 05-47-03-05-0-000-047.029, 05-47-03-05-0-000-047.030, 05-47-03-05-0-000-047.008, 05-47-03-05-0-000-047.009, 05-47-03-05-0-000-047.010, 05-47-03-05-0-000-047.000, 05-47-03-05-0-000-047.026 and 05-47-03-05-0-000-047.011 to the Southwest corner of Parcel 05-47-03-05-0-000-047.011.

Thence South crossing the right-of-way of State Hwy 104 to the Northwest corner of Parcel 05-47-03-08-0-000-006.000; thence South along the West line of Parcel 05-47-03-08-0-000-006.000 to the Southwest corner of Parcel 05-47-03-08-0-000-006.000; thence West along the South lines of Parcels

Parcel 05-47-03-08-0-000-005.000, 05-47-03-08-0-000-003.168 and 05-47-03-07-0-000-002.012 to the intersection of the midline of Fish River.

Thence generally South along the midline of the Fish River to the intersection of the East line of Parcel 05-47-04-19-0-000-003.000; thence South along the East lines of Parcels 05-47-04-19-0-000-003.000, 05-47-04-19-0-000-014.002, 05-47-04-19-0-000-014.001, 05-47-04-19-0-000-014.011, 05-47-04-19-0-000-014.007 and 05-47-04-19-0-000-014.008 to the intersection of the midline of Fish River; thence South along the midline of Fish River to the intersection of the Southwest corner of Parcel 05-47-09-30-0-000-050.000; thence East along the South lines of Parcels 05-47-09-30-0-000-050.000, 05-47-09-30-0-000-050.001 and 05-47-09-29-0-000-001.042 to the Northeast corner of Parcel 05-47-09-29-0-000-009.000; thence South along the East lines of Parcels 05-47-09-29-0-000-009.000, 05-47-09-29-0-000-010.002, 05-47-09-32-0-000-019.000, 05-47-09-32-0-000-019.001 and 05-47-09-32-0-000-019.002 to the Southeast corner of Parcel 05-47-09-32-0-000-019.002; thence West along the South line of Parcel 05-47-09-32-0-000-019.002 to the Northeast corner of Parcel 05-47-09-32-0-000-041.000; thence South along the East line of Parcel 05-47-09-32-0-000-041.000 to the Southwest corner of Parcel 05-47-09-32-0-000-018.000; thence East along the South line of Parcel 05-47-09-32-0-000-018.000 to the intersection of the West right-of-way of County Road 9; thence South along the West right-of-way of County Road 9 to the Southeast corner of Parcel 05-47-09-32-0-000-058.000; thence generally Southeast to the Southwest corner of Parcel 05-47-09-32-0-000-052.000.

Thence East along the South lines of Parcels 05-47-09-32-0-000-052.000, 05-47-09-32-0-000-052.001, 05-47-09-32-0-000-051.006, 05-47-09-32-0-000-051.000 and 05-47-08-33-0-000-010.001 to the Southwest corner of Parcel 05-47-08-33-0-000-009.001; thence North along the West lines of Parcels 05-47-08-33-0-000-009.001, 05-47-08-33-0-000-002.002, 05-47-08-33-0-000-001.002, 05-47-08-28-0-000-012.000, 05-47-08-28-0-000-006.002, 05-47-08-28-0-000-006.012, 05-47-08-28-0-000-006.011, 05-47-08-28-0-000-006.004 and 05-47-08-28-0-000-001.000 to the Northwest corner of Parcel 05-47-08-28-0-000-001.000; thence East along the South line of Parcel 05-47-08-28-0-000-002.000 to the Southeast corner of Parcel 05-47-08-28-0-000-002.000; thence North along the East lines of Parcels 05-47-08-28-0-000-002.000 and 05-47-08-28-0-000-002.001 to the North line of Parcel 05-47-08-28-0-000-001.000; thence East along the North line of Parcel 05-47-08-28-0-000-001.000 to the Northwest corner of Parcel 05-47-08-28-0-000-001.003; thence South along the West line of Parcel 05-47-08-28-0-000-001.003 to the Southwest corner of Parcel 05-47-08-28-0-000-001.003; thence East along the North line of Parcel 05-47-08-28-0-000-001.000 to the Southeast corner of Parcel 05-47-08-28-0-000-001.005; thence North along the East line of Parcel 05-47-08-28-0-000-001.005 to the North line of Parcel 05-47-08-28-0-000-001.000; thence East along the North line of Parcel 05-47-08-28-0-000-001.000 to the Northeast corner of Parcel 05-47-08-28-0-000-001.000; thence South along the East line of Parcel 05-47-08-28-0-000-001.000 to the Northwest corner of Parcel 05-47-08-27-0-000-027.001. Thence East along the North lines of Parcels 05-47-08-27-0-000-027.001, 05-47-08-27-0-000-026.000 and 05-47-08-27-0-000-025.000 to the Northeast corner of Parcel 05-47-08-27-0-000-025.000.

Thence generally Northeast to the Southwest corner of Parcel 05-47-07-26-0-000-003.015; thence East along the South lines of Parcels 05-47-07-26-0-000-003.015 and 05-47-07-26-0-000-003.001 to the Southwest corner of Parcel 05-47-07-26-0-000-003.008; thence North along the West line of Parcel 05-47-07-26-0-000-003.008 to the Northwest corner of Parcel 05-47-07-26-0-000-003.008; thence East along the South line of Parcel 05-47-07-26-0-000-003.011 to the Southeast corner of Parcel 05-47-07-26-0-000-003.011; thence North along the East lines of Parcels 05-47-07-26-0-000-003.011 and 05-47-07-26-0-000-003.012 to the Northeast corner of Parcel 05-47-07-26-0-000-003.012; thence East along the North line of Parcel 05-47-07-26-0-000-003.000 to the Southwest corner of Parcel 05-47-06-23-0-

000-005.001; thence North along the West lines of Parcels 05-47-06-23-0-000-005.001, 05-47-06-23-0-000-005.002 and 05-47-06-23-0-000-004.000 to the Northwest corner of Parcel 05-47-06-23-0-000-004.000; thence East along the North line of Parcel 05-47-06-23-0-000-004.000 to the Southwest corner of Parcel 05-47-06-23-0-000-001.001; thence North along the West line of Parcel 05-47-06-23-0-000-001.001 to the Northwest corner of Parcel 05-47-06-23-0-000-001.001; thence East along the South lines of Section 14, Township 6 South, Range 3 East, Section 13, Township 6 South, Range 3 East, Section 18, Township 6 South, Range 4 East, Section 17, Township 6 South, Range 4 East, Section 16, Township 6 South, Range 4 East to the intersection of the East right-of-way of Baldwin Beach Express. Thence North along the East right-of-way of Baldwin Beach Express to the Northwest corner of Parcel 05-48-05-15-0-000-002.005; thence East along the South line of Parcel 05-48-05-15-0-000-002.001 to the Southeast corner of Parcel 05-48-05-15-0-000-002.001; thence North along the East line of Parcel 05-48-05-15-0-000-002.001 to the North line of Parcel 05-48-05-15-0-000-004.000; thence East along the North line of Parcel 05-48-05-15-0-000-004.000 to the Northeast corner of Parcel 05-48-05-15-0-000-004.000; thence South along the East line of Parcel 05-48-05-15-0-000-004.000 to the South line of Parcel 05-48-06-14-0-000-005.000; thence East along the South line of Parcel 05-48-06-14-0-000-005.000 to the Southwest corner of Parcel 05-48-06-14-0-000-006.000; thence North along the West line of Parcel 05-48-06-14-0-000-006.000 to the Northwest corner of Parcel 05-48-06-14-0-000-006.000; thence East along the North lines of Parcels 05-48-06-14-0-000-006.000, 05-48-06-14-0-000-007.000, 05-48-06-14-0-000-010.003, 05-48-06-14-0-000-010.005 and 05-48-06-14-0-000-010.000 to the Northeast corner of Parcel 05-48-06-14-0-000-010.000; thence South along the East line of Parcel 05-48-06-14-0-000-010.000 to the Northwest corner of Parcel 05-48-06-13-0-000-001.001; thence East along the North line of Parcel 05-48-06-13-0-000-001.001 to the Northeast corner of Parcel 05-48-06-13-0-000-001.001; thence North along the West line of Parcel 05-48-06-13-0-000-001.000 to the Southwest corner of Parcel 05-48-06-13-0-000-003.000; thence East along the South lines of Parcels 05-48-06-13-0-000-003.000 and 05-48-06-13-0-000-003.002 to the Southeast corner of Parcel 05-48-06-13-0-000-003.002; thence North along the East line of Parcel 05-48-06-13-0-000-003.002 to the North line of Parcel 05-48-06-13-0-000-001.000; thence East along the North line of Parcel 05-48-06-13-0-000-001.000 to the Northeast corner of Parcel 05-48-06-13-0-000-001.000; thence South along the East line of Parcel 05-48-06-13-0-000-001.000 to the Southwest corner of Section 18, Township 6 South, Range 5 East.

Thence East along the South line of Section 18, Township 6 South, Range 5 East to the Southeast corner of Section 18, Township 6 South, Range 5 East. Thence South along the West line of Section 20, Township 6 South, Range 5 East to the Southwest corner of Parcel 05-49-04-20-0-000-001.004; thence East along the South lines of Parcels 05-49-04-20-0-000-001.004, 05-49-04-20-0-000-001.022, 05-49-04-20-0-000-001.027, 05-49-04-20-0-000-001.026, 05-49-04-20-0-000-001.025, 05-49-04-20-0-000-001.024, 05-49-04-20-0-000-001.023, and 05-49-04-20-0-000-001.010 to the Southeast corner of Parcel 05-49-04-20-0-000-001.010; thence due East to the West line of Section 21, Township 6 South, Range 5 East; thence North along the West line of Section 21, Township 6 South, Range 5 East to the Northwest corner of Section 21, Township 6 South, Range 5 East; thence East along the North line of Section 21, Township 6 South, Range 5 East to Northwest corner of Parcel 05-49-05-21-0-000-001.000; thence South along the West line of Parcel 05-49-05-21-0-000-001.000 to the Southwest corner of Parcel 05-49-05-21-0-000-001.000; thence East along the South line of Parcel 05-49-05-21-0-000-001.000 to the Northwest corner of Parcel 05-49-05-22-0-000-006.000; thence South along the West line of Parcel 05-49-05-22-0-000-006.000 to the Southwest corner of Parcel 05-49-05-22-0-000-006.000; thence East along the South line of Parcel 05-49-05-22-0-000-006.000 to the Southeast corner of Parcel 05-49-05-22-0-000-006.000; thence South along the East line of Parcel 05-49-08-27-0-000-002.000 to the Southeast corner of Parcel 05-49-08-27-0-000-002.000; thence West along the South line of Parcel

05-49-08-27-0-000-002.000 to the Northwest Corner of Parcel 05-49-08-27-0-000-006.000. Thence South along the West line of Parcel 05-49-08-27-0-000-006.000 to the Southwest corner of Parcel 05-49-08-27-0-000-006.000.

Thence East along the South lines of Parcels 05-49-08-27-0-000-006.000 and 05-49-07-26-0-000-004.000 to the Southwest corner of Parcel 05-49-07-26-0-000-005.001; thence North along the West line of 05-49-07-26-0-000-005.001 to the Northwest corner of Parcel 05-49-07-26-0-000-005.001; thence East along the North line of Parcel 05-49-07-26-0-000-005.001 to the Northeast corner of Parcel 05-49-07-26-0-000-005.001; thence South along the East line of Parcel 05-49-07-26-0-000-005.001 to the Southwest corner of Parcel 05-49-07-25-0-000-003.000; thence generally Northeast along the East lines of Parcels 05-49-07-25-0-000-003.000, 05-49-06-24-0-000-003.000 and 05-49-06-24-0-000-004.002 to the intersection of the South line of Parcel 05-49-06-24-0-000-001.000; thence generally Northeast along the South lines of Parcels 05-49-06-24-0-000-001.000 and 05-50-04-19-0-000-001.001 to the Southeast corner of Parcel 05-50-04-19-0-000-001.001. Thence crossing the right-of-way of CC Road to the Southwest corner of Parcel 05-50-04-19-0-000-001.000; thence generally East and South along the South line of Parcel 05-50-04-19-0-000-001.000 to the Southeast corner of Parcel 05-50-04-19-0-000-001.000; thence South along the East lines of Parcels 05-50-04-19-0-000-002.000 and 05-50-04-19-0-000-004.000 to the Northwest corner of Parcel 05-50-04-20-0-000-022.003; thence East along the North line of Parcel 05-50-04-20-0-000-022.003 to the Northeast corner of Parcel 05-50-04-20-0-000-022.003; thence South along the East line of Parcel 05-50-04-20-0-000-022.003 to the South line of Section 20, Township 6 South, Range 6 East; thence East along the South line of Section 20, Township 6 South, Range 6 East to the intersection of the midline of the Blackwater River.

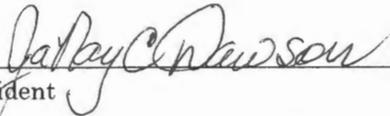
Thence generally Southeast along the midline of the Blackwater River to the intersection of the North line of Section 32, Township 6 South, Range 6 East; thence East along the North lines of Section 32, Township 6 South, Range 6 East and Section 33, Township 6 South, Range 6 East to the Northeast corner of Section 33, Township 6 South, Range 6 East; thence South along the East line of Section 33, Township 6 South, Range 6 East to the midline of the Blackwater River. Thence generally Northeast along the midline of the Blackwater River to the intersection of the West line of Section 26, Township 6 South, Range 6 East. Thence South along the West line of Section 26, Township 6 South, Range 6 East to the Southwest corner of Section 26, Township 6 South, Range 6 East; thence East along the South line of Section 26, Township 6 South, Range 6 East to the Southeast corner of Section 26, Township 6 South, Range 6 East; thence North along the East line of Section 26, Township 6 South, Range 6 East to the Southeast corner of Section 23, Township 6 South, Range 6 East. Thence North along the East lines of Sections 23, Township 6 South, Range 6 East, Section 14, Township 6 South, Range 6 East, Section 11, Township 6 South, Range 6 East, Section 1, Township 6 South, Range 6 East, to the intersection of the South line of Section 36, Township 5 South, Range 6 East. Thence East along the South line of Section 36, Township 5 South, Range 6 East to the Southeast corner of Section 36, Township 5 South, Range 6 East; thence North along the East line Section 36, Township 5 South, Range 6 East to the Southwest corner of Section 31, Township 5 South, Range 7 East; thence East along the South line of Section 31, Township 5 South, Range 7 East to the Southeast corner of Section 31, Township 5 South, Range 7 East; thence North along the East lines of Section 31, Township 5 South, Range 7 East, Section 30, Township 5 South, Range 7 East, and Section 19, Township 5 South, Range 7 East to the South line of Section 18, Township 5 South, Range 7 East; thence East along the South line of Section 18, Township 5 South, Range 7 East to the Southeast corner of Section 18, Township 5 South, Range 7 East. Thence North along the East lines of Section 18, Township 5 South, Range 7 East, Section 7, Township 5 South, Range 7 East, and Section 6, Township 5 South, Range 7 East to the Northeast corner of Section 6, Township 5 South, Range 7 East. Thence West along the

North line of Section 6, Township 5 South, Range 7 East to the Southeast corner of Section 31, Township 4 South, Range 7 East. Thence North along the East lines of Section 31, Township 4 South, Range 7 East, and Section 30, Township 4 South, Range 7 East to the Southeast corner of Section 24, Township 4 South, Range 6 East. Thence North along the East line of Section 24, Township 4 South, Range 6 East, to the Northeast corner of Section 24, Township 4 South, Range 6 East; thence West along the North line of Section 24, Township 4 South, Range 6 East to the Northwest corner of Section 24, Township 4 South, Range 6 East; thence North along the East line of Section 23, Township 4 South, Range 6 East to the Northeast corner of Section 23, Township 4 South, Range 6 East; thence Northwest along the East line of Section 14, Township 4 South, Range 6 East to the Northeast corner of Section 15, Township 4 South, Range 6 East. Thence West along the North line of Section 15, Township 4 South, Range 6 East to the Northwest corner of Section 15, Township 4 South, Range 6 East; thence North along the East lines of Sections 16, Township 4 South Range 6 East, Section 09, Township 4 South, Range 6 East, Section 08, Township 4 South, Range 6 East, Section 07, Township 4 South, Range 6 East, Section 06, Township 4 South, Range 6 East, Section 01, Township 4 South, Range 5 East and Section 36, Township 3 South, Range 5 East to the Northwest corner of Section 36, Township 3 South, Range 5 East; thence South along the East line of Section 35, Township 3 South, Range 5 East to the Southeast corner of Section 35, Township 3 South, Range 5 East; thence West along the South line of Section 35, Township 3 South, Range 5 East to the Southwest corner of Section 35, Township 3 South, Range 5 East; thence South along the West line of Section 02, Township 4 South, Range 5 East to the Southeast corner of Parcel 05-35-02-03-0-000-001.000; thence West along the South line of Parcel 05-35-02-03-0-000-001.000 to the Southwest corner of Parcel 05-35-02-03-0-000-001.000; thence North to the Northeast corner of Parcel 05-35-02-03-0-000-002.001.

Thence generally Southwest along the West line of Parcel 05-35-02-03-0-000-002.001 to the intersection of the North line of Parcel 05-35-02-03-0-000-004.000; thence West along the North line of Parcel 05-35-02-03-0-000-004.000 to the Northwest corner of Parcel 05-35-02-03-0-000-004.000; thence South along the West line of Parcel 05-35-02-03-0-000-004.000 to the Southeast corner of Section 04, Township 4 South, Range 5 East; thence West along the South lines of Sections 04, Township 4 South, Range 5 East and Section 05, Township 4 South, Range 5 East to the Northeast corner of Parcel 05-35-03-08-0-000-001.012; thence South along the East lines of Parcels 05-35-03-08-0-000-001.012, 05-35-03-08-0-000-001.002, 05-35-03-08-0-000-001.004, 05-35-03-08-0-000-003.003, 05-35-03-08-0-000-001.004 to the South line of Parcel 05-35-03-08-0-000-001.004; thence West along the South line of Parcel 05-35-03-08-0-000-001.004 to the East line of Section 07, Township 4 South, Range 5 East; thence South along the East line of Section 07, Township 4 South, Range 5 East to the Southeast corner of Section 07, Township 4 South, Range 5 East; thence West along the South line of Section 07, Township 4 South, Range 5 East to the Southwest corner of Section 07, Township 4 South, Range 5 East; thence North along the West line of Section 07, Township 4 South, Range 5 East to the Southeast corner of Section 12, Township 4 South, Range 4 East. Thence West along the South lines of Sections 12, Township 4 South, Range 4 East, Section 11, Township 4 South, Range 4 East, Section 10, Township 4 South, Range 4 East, Section 09, Township 4 South, Range 4 East, Section 08, Township 4 South, Range 4 East, and Section 07, Township 4 South, Range 4 East to the Southwest corner of Section 07, Township 4 South, Range 4 East. Thence North along the West line of Section 07, Township 4 South, Range 4 East to the Southeast corner of Parcel 05-33-01-12-0-000-001.000; thence West along the South lines of Parcels 05-33-01-12-0-000-001.000, 05-33-01-12-0-000-001.129, 05-33-01-11-0-000-001.056, 05-33-01-11-0-000-001.000, 05-33-01-11-0-000-001.002 and 05-33-01-11-0-000-001.053 to the Southwest corner of Parcel 05-33-01-11-0-000-001.053; thence South along the East lines of Parcels 05-33-02-10-0-000-001.000 and 05-33-05-15-0-000-001.000 to the Southeast corner of Section 15, Township 4 South, Range 3 East. Thence West along the South lines of Sections 15,

Township 4 South, Range 3 East and Section 16, Township 4 South, Range 3 East to the point of beginning.

Duly passed and adopted this 8th day of June, 2021.

  
\_\_\_\_\_  
President

SEAL

Attest:   
\_\_\_\_\_  
Secretary

After said Resolution had been discussed and considered in full by the Board, it was moved by Board member C. Christenberry that said Resolution be now placed upon its final passage and adopted. The motion was seconded by Board member R. Stuart \_\_\_\_\_. The question being put as to the adoption of said motion and the final passage and adoption of said Resolution, the roll was called with the following results:

Ayes:            Shannon Cauley  
                     Cecil Christenberry  
                     JaNay Dawson  
                     Michael Johnson  
                     Tony Myrick  
                     Robert Stuart

Nays:

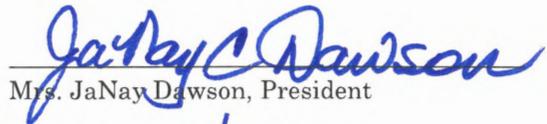
The President thereupon declared said motion carried and the Resolution passed and adopted as introduced and read.

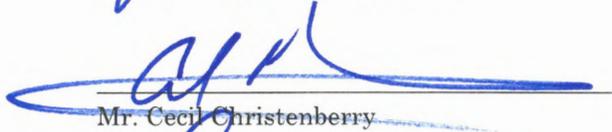
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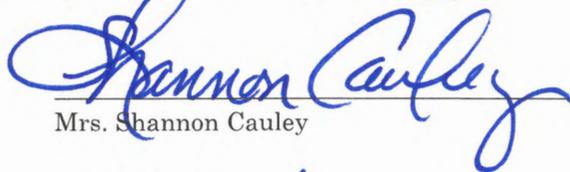
There being no further business to come before the meeting, it was moved and seconded that the meeting be adjourned. Motion carried.

**Approval of Minutes:**

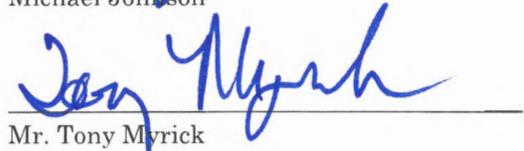
Each of the undersigned does hereby approve, and waive notice of, the date, time, place and purpose of the meeting of the County Board of Education of Baldwin County, Alabama recorded in the above and foregoing minutes thereof and does hereby approve the form and content of the above and foregoing minutes and resolution therein.

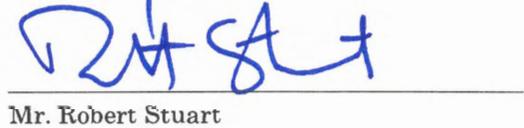
  
Mrs. JaNay Dawson, President

  
Mr. Cecil Christenberry

  
Mrs. Shannon Cauley

  
Michael Johnson

  
Mr. Tony Myrick

  
Mr. Robert Stuart

SEAL

Attest:   
Secretary

STATE OF ALABAMA

BALDWIN COUNTY

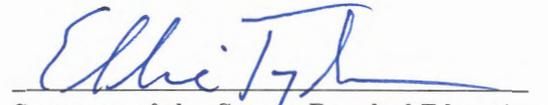
**CERTIFICATE OF SECRETARY**

Baldwin County Board of Education

June 8, 2021

I, the undersigned, do hereby certify that: (1) I am the duly elected, qualified and acting Superintendent of Education and Secretary of the County Board of Education of Baldwin County, Alabama, (2) as Secretary I have access to all original records of the Board and I am duly authorized to make certified copies of its records on its behalf, (3) the above and foregoing pages constitute a complete, verbatim and compared copy of excerpts from the minutes of a meeting of the Board duly held on June 8, 2021, the original of which is on file and of record in the minute book of the Board in my custody, (4) the Resolution set forth in such excerpts is a complete, verbatim and compared copy of such Resolution as introduced and adopted by the Board on such date, and (5) said Resolution is in full force and effect and has not been repealed, amended or changed.

IN WITNESS WHEREOF, I have hereunto set my hand as Superintendent of Education and Secretary of the County Board of Education of Baldwin County, Alabama, under seal, on the above date and year.

  
Secretary of the County Board of Education  
of Baldwin County, Alabama

SEAL



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0943, **Version:** 1

**Item #:** BA3

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/15/2021

**Item Status:** New

**From:** Wayne Dyess, County Administrator

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

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### **ITEM TITLE**

Revision of County Take Home Vehicle List - June 2021

### **STAFF RECOMMENDATION**

Approve the attached revised "County Take Home Vehicle List - June 2021"

The total number of Baldwin County Commission departmental staff driving public taxpayer owned county vehicles is 202.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** June 1, 2021 - Last revision to the Take Home Vehicle List approved by the Commission.

**Background:** Staff has received a request from Wesley Majors, Interim Animal Shelter Manager, to revise the Take Home Vehicle List as follows:

#### Add:

Sarah Jaresh, Animal Control Officer

By approving the revised list, staff will be able to provide to the Clerk Treasurer, 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) in order 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 2021

## County Commission

Vehicle Description	Employee	Round Trip (Estimated)	Reason for Need to Drive Vehicle Home
<b>Building Maintenance</b>			
2018 Ford F-150	Junius Long	5	Must respond to after hours call-outs.
<b>Animal Shelter</b>			
2011 Ford F-250	Shealyn Flowers	12	On Call Animal Control Officer
2011 Ford F-150	Sarah Jaresh	18	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>EMA</b>			
2011 Ford F-250	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.
2014 Ford Expedition	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
2015 Chevrolet Tahoe	Scott Wallace	50	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.
Any/ All EMA Vehicles, as available	Danon Smith	20	For Use Only when On Call

## County Take Home Vehicle List - June 2021

### County Commission

Vehicle Description	Employee	Round Trip (Estimated)	Reason for Need to Drive Vehicle Home
<b>Highway</b>			
2018 Ford F150 Crew Cab 4x4	Johnny Jackson	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
2015 Ford F-150 4x4	Joey Nunnally	20	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
2019 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

### Parks

# County Take Home Vehicle List - June 2021

## County Commission

Vehicle Description	Employee	Round Trip (Estimated)	Reason for Need to Drive Vehicle Home
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.

## Building Department

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 organization 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.

# County Take Home Vehicle List - June 2021

## County Commission

Vehicle Description	Employee	Round Trip (Estimated)	Reason for Need to Drive Vehicle Home
2019 Ford F-150	Murray Authement	20	
2017 Ford F-150	Ashley Anderson	54	Same as Above
2007 Ford F-150	Christopher "Jason" Byrd	30	Same as Above
2016 Ford F-150	Robert "Rob" Madison	14	Same as Above
2016 Ford F-150	Michael Morris	22	Same as Above
<b>Solid Waste</b>			
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.

## County Take Home Vehicle List - June 2021

### County Commission

<b>Vehicle Description</b>	<b>Employee</b>	<b>Round Trip (Estimated)</b>	<b>Reason for Need to Drive Vehicle Home</b>
2020 Chevy Silverado	Sherman Boutwell	82	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. Boutwell is the Collections Supervisor and responds to all collection emergencies throughout the County and stays for repairs if any garbage truck breaks down.
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.

# County Take Home Vehicle List - June 2021

## County Commission

Vehicle Description	Employee	Round Trip (Estimated)	Reason for Need to Drive Vehicle Home
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.

## Other Elected Officials

Department:	# of Vehicles Driven Home:	Vehicle Description:	Employee:
County Commissioners	2	2015 Ford F-150 4X4 2020 Chevy Tahoe	Commissioner Charles Gruber Commissioner Billie Jo Underwood
Coroner	1	2015 Ford F-150 4X4	Coroner Brian Pierce
Probate Office	2	2020 Ford Expedition	Judge Harry D'Olive

## County Take Home Vehicle List - June 2021

### County Commission

Vehicle Description	Employee	Round Trip (Estimated)	Reason for Need to Drive Vehicle Home
		2012 Chevy Tahoe	Dean Mott Chief Clerk
Sheriff	163	See below	
<b>Sheriff</b>			
	142 Sworn Officers		
	5 Support Personnel		
	5 Jail Support		
	5 Admin Personnel		
	6 Jail Personnel		

**Complete Total Number of Vehicles Driven Home: 202**



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0939, **Version:** 1

**Item #:** BC1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/15/2021

**Item Status:** New

**From:** Wayne Dyess, County Administrator; Felisha Anderson, Director of Archives and History

**Submitted by:** Robert Brown, Archives Specialist

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### **ITEM TITLE**

Gulf Coast Resource Conservation and Development Grant for Historic Sites in Baldwin County for Educational Outreach and Economic Development and Tourism

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Authorize staff to apply for a Gulf Coast Resource, Conservation & Development (RC&D) Council Grant in the amount of \$5,000.00 to expand the Baldwin County Historic Driving Tour and Walking App Phase III for Educational Outreach, Economic Development and Tourism purposes; and
- 2) Authorize the Chairman to execute documents related to the above grant application.

If the grant is awarded, a Grant Agreement will be brought back for Commission approval.

### **BACKGROUND INFORMATION**

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

June 1, 2021 - BCC consented to accept Phase II Grant in the amount of \$5,000.00.

July 21, 2020 - BCC authorized staff to apply for Phase II Grant.

November 5, 2019 - BCC consented to accept Phase I Grant in the amount of \$5,000.00.

**Background:** The Baldwin County Commission consented to accept Phase I and II Grants in the amount of \$5,000.00 each from the Gulf Coast Resource Conservation & Development Council (GCRC&D) to expand the Baldwin County Historic Driving Tour and Walking Tour App to encompass other areas of Baldwin County to include South and Central Baldwin County and authorized the Chairman to execute the Cooperative Agreement between the GCRC&D and the Baldwin County Commission and any other documents related to the grant.

Staff continues to work to develop the Historic Driving and Walking Tour App for historic sites in

Baldwin County for educational outreach as well as economic development and tourism. The app is marketed to visitors looking for a day trip to explore the County's history and culture and is promoted as an educational opportunity for residents and students looking to better understand the significant historic sites of Baldwin County. This app addresses all three of the GCRC&D focus areas. As an educational program for students and residents, the app allows for self-guided learning to accommodate a variety of educational and physical capabilities. Baldwin County's history is rich in agriculture and natural resources. This app offers the ability to gain a deeper understanding of how the county's agriculture and forestry industries have progressed through time. The goal is to teach users to appreciate and better care for the natural resources available in Baldwin County.

The grant amount applied for is \$5,000.00 and staff is requesting the Commission to allocate \$15,000.00 toward the third phase of the project in FY2021-2022.

**FINANCIAL IMPACT**

**Total cost of recommendation:** Incoming revenue of \$5,000.00

**Budget line item(s) to be used:** Revenue Fund 106

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

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
No

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Archives Director submit all required documents and quarterly reports as requested by the Council.

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

Felisha Anderson - Submit grant application to Gulf Coast RC&D and update Commission on grant status.

If the grant is awarded, bring Agreement back for Commission approval.

Fully executed Cooperative Agreement mailed to:

Mr. Charles D. Ramsey, Executive Director  
Gulf Coast Resource  
Conservation & Development  
309 East Ridgeley Street  
Atmore, Alabama 36502

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



GULF COAST  
**RC&D**  
COUNCIL

# Apply now for 2022 Grant Funding!

The Gulf Coast Resource, Conservation, & Development Council is currently accepting project proposals through June 30, 2021. Apply now at: [gulfcoast-rcd.org](http://gulfcoast-rcd.org)

Focus areas include:

Conservation Education

Community Development

Resource Conservation

For nonprofits in Escambia, Baldwin, and Mobile counties.

Minimum grant award: \$3,000 | Maximum grant award: \$15,000

Questions? Call us at (251) 368-1606 or email

Project Manager - Emily Fayard at [fayardrcd@gmail.com](mailto:fayardrcd@gmail.com)

Gulf Coast RC&D

309 East Ridgeley Street

Atmore, AL 36502

Office Hours 8:00 A.M. - 4:00 P.M.



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0963, **Version:** 1

**Item #:** BD1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/15/2021

**Item Status:** New

**From:** Ann Simpson, BRATS Accounting Manager

**Submitted by:** Tiffany Givens, BRATS Grant Technician

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### **ITEM TITLE**

Submission of Fiscal Year 2022 Section 5311 Rural Public Transportation Grant and 5311 CARES Rural Public Transportation Grant Application

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Adopt Resolution #2021-080 authorizing the execution and submittal of the Fiscal Year 2022 Section 5311 CARES Act Grant Application to the Alabama Department of Transportation relating to public transportation; and
- 2) Adopt Resolution #2021-081 authorizing the Baldwin County Commission to commit up to \$371,744.00 as local non-federal match for administration and capital expenditures under the Section 5311 Non-Urbanized Area Public Transportation Program during Fiscal Year 2022; and
- 3) Adopt Resolution #2021-082 authorizing the execution and submittal of the Fiscal Year 2022 Section 5311 Grant Application to the Alabama Department of Transportation relating to public transportation; and
- 4) Authorize the Chairman to sign the application and any related documents and any related reporting documents; and
- 5) Authorize Baldwin Regional Area Transit System (BRATS) staff to submit the Fiscal Year 2022 5311 CARES and 5311 Application/Agreement to the Alabama Department of Transportation (ALDOT).

### **BACKGROUND INFORMATION**

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

**Background:** Since 1985, BRATS has received an annual Section 5311 grant from the Federal Transit Administration, administered by the Alabama Department of Transportation. The funds are

used to provide public transportation to the visitors and citizens of Baldwin County. Because BRATS provides public transportation in both the urban and rural areas of Baldwin County, it receives funding from several different FTA grant programs. Historically, BRATS has annually submitted two grant applications to the Alabama Department of Transportation (ALDOT):

- 1) Urban (5307) grant application
- 2) Rural (5311) grant application

However, beginning with FY22, ALDOT will not be administering the 5307 grant funds. This change required BCC/BRATS to file an application with FTA in May 2021 to become a direct recipient of the 5307 grant funds. The request for 5307 funds will be submitted once the FTA has approved BCC's Direct Recipient application.

For the FY22 grant application process, ALDOT has combined the applications for the regular 5311 funds and 5311 CARES Act funds into one submittal which is included in this agenda item. These grant requests are intentionally conservative (on the high side) to ensure that sufficient funds are awarded to provide the Commission with maximum flexibility for operating BRATS. The dollar amounts in these grants do not represent the actual expenses approved in the county budget. The Commission will approve the BRATS Fiscal Year 2022 budget separately during the annual budget process. ALDOT will continue to provide grant oversight of the 5311 and 5311 CARES funds. These are reimbursable grants and BRATS will continue to issue invoices to ALDOT to draw down the funds.

The FY22 5311 Regular grant program will provide federal funding of 80% for capital (rolling stock) and for administrative expenses. The FY22 5311 CARES Act grant program will provide federal funding of 100% for capital (rolling stock) and operating expenses. To be eligible for capital (rolling stock) 100% funding under the 5311 CARES Act, the grantee must purchase the equivalent number of vehicles under the 5311 Regular Grant program. Funding will be used to purchase two transit vehicles with 5311 Regular grant funds at 80% federal reimbursement and two transit vehicles with 5311 CARES grant funds at 100% federal reimbursement.

The FY22 CARES Act 5311 request for federal assistance is \$2,070,288.00. The FY22 Regular 5311 request for federal assistance is \$1,486,977.00 and the local match requirement is estimated to be \$371,744.00, depending on the budget ultimately approved by the Commission. It is estimated that \$198,986.00 of the required local match will be collected in contract/advertising revenue. The balance of \$172,776.00 of the local match will be provided from the Transportation Contract Revenue Escrow Account. The escrow account balance as of 3/31/21 was \$187,602.00.

Also included in the 5311 Grant budget application are Baldwin County Commission indirect administrative costs of \$366,452.00 which are expected to be reimbursed at 80%. These indirect costs include BRATS' pro rata portion of the following BCC departments: Finance, Administration, Budget/Purchasing, Building Maintenance, CIS, Personnel, and Grounds. The amount of indirect cost anticipated to be reimbursed is \$293,162.00

A public hearing was advertised and held on June 4, 2021 at 9:00 AM at the Baldwin County

Commission BRATS office in Robertsedale, Alabama, to allow for comments on the proposed transportation service. The application deadline is June 25, 2021.

**FINANCIAL IMPACT**

**Total cost of recommendation:** Total 5311 Rural Transportation Program cost of \$3,929,009.00 for FY2022. \$3,557,265.00 of the total program cost to be funded with 5311 Federal Grant Reimbursement Funds. The remaining balance of \$371,744.00 will be funded with FY2022 Contract/Advertising Revenue estimated at \$198,968.00 and contract revenue earned in FY2021-FY2021 of \$172,776.00 held in an escrow account resulting in \$0.00 in Local Match for FY2022, depending on the budget ultimately approved by the Commission. The escrow account balance as of March 31, 2021, was \$187,602.00. Contract revenue collected in the remainder of FY2021 will continue to be held in escrow per direction by ALDOT and will be utilized for future year local match requirements.

**Budget line item(s) to be used:** Fiscal year 2022 Budget

**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?** Public Notice requirements were met and documentation is included.

**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:** Deadline for grant application submittal is June 25, 2021.

**Individual(s) responsible for follow up:** Administration staff and BRATS staff

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
Administration to print letters on letterhead and obtain the Chairman and Administrator's signatures

where appropriate, provide the county seal and forward original document to BRATS staff.

BRATS Staff will ensure documents are in order and complete for submittal of the original documents to ALDOT. BRATS staff to provide fully executed agreement to Admin when received.

Documents that require Administration attention:

- 1) 5311 CARES Act Grant Application Letter (Requires Letterhead)
- 2) 5311 Regular Grant Application Letter (Requires Letterhead)
- 3) Letter of Designation (Designated Agency Letter) (Requires Letterhead)
- 4) 5311 Grant Local Match Commitment Letter (Requires Letterhead)
- 5) Local Match Certification (Executed by Commission Chair)
- 6) Resolution #2021-080 for FY2022 Section 5311 CARES Act Grant Application
- 7) Resolution #2021-081 for the 5311 Grant Local Match
- 8) Resolution #2021-082 for FY2022 5311 Grant Application

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

**ALABAMA DEPARTMENT OF TRANSPORTATION**

**LOCAL TRANSPORTATION BUREAU**

**Public Transit Section**

**FEDERAL TRANSIT ADMINISTRATION**

**FEDERAL FISCAL YEAR 2022**

**CARES Act and Section 5311**

**APPLICATION**



**Dissemination Date: April 23, 2021**

**Due Date: June 25, 2021**

## Fiscal Year 2022 Application Checklist

**Application Deadline: June 25, 2021**

**Applicant Name: Baldwin County Commission: Baldwin Regional Area Transit System**

Exhibits	Required Application Package	Page No.
<b>1</b>	<b>Agency Information Sheet</b>	<b>5</b>
<b>2</b>	<b>Designated Agency Letter</b>	<b>6</b>
<b>3</b>	<p><b>Current System and Project Description Form</b></p> <ol style="list-style-type: none"> <li>1. General description of service area including delineated boundaries               <ol style="list-style-type: none"> <li>(a) Service Area Population</li> <li>(b) Service Area Square Miles</li> <li>(c) System Start-up Date</li> <li>(d) Brief History of System</li> <li>(e) Mission Statement</li> <li>(f) Current Year Goals and Objectives</li> </ol> </li> <li>2. General description of applicant and subcontractors               <ol style="list-style-type: none"> <li>(a) Organization Chart(s)</li> </ol> </li> <li>3. General Description of proposed transportation service               <ol style="list-style-type: none"> <li>(a) Specific route information and highlighted map (8½" x 11") of service area(s)</li> <li>(b) General description of proposed services to be provided outside of service area                   <ol style="list-style-type: none"> <li>(i) Support documentation/Concurrence Letter, if applicable</li> <li>(ii) Documentation Certifying Compliance with crossing state lines, if applicable</li> </ol> </li> <li>(c) Hours and days of operation</li> <li>(d) Number of project vehicles in operation</li> <li>(e) Number of back-up vehicles</li> <li>(f) Eligible users of service</li> <li>(g) Service changes from previous year</li> <li>(h) Planned system changes for next year</li> </ol> </li> <li>4. Current fare structure               <ol style="list-style-type: none"> <li>(a) Description of fare eligibility process                   <ol style="list-style-type: none"> <li>(i) Copy of fare application form, if applicable</li> </ol> </li> <li>(b) Date of last fare increase</li> <li>(c) Planned fare increases</li> <li>(d) Operating recovery ratio</li> </ol> </li> <li>5. Copy of system brochure</li> <li>6. Describe efforts to market or promote system</li> <li>7. Describe your method of implementing and announcing service changes and fare Increases</li> <li>8. Describe coordination efforts               <ol style="list-style-type: none"> <li>(a) Attachment - Directory of local Transportation Steering Committee</li> </ol> </li> </ol> <p>(b) Attachment - Schedule of Transportation Steering Committee meetings for FY-2022</p>	<b>7-14</b>

	9. System Safety, Security and Emergency Preparedness Plan (SSEPP) updates as applicable	
<b>4</b>	<b>Capital Equipment</b> 1. Vehicle Inventory Form 2. Vehicle Profile Sheet 3. Non-Expendable Equipment Inventory Form 4. Transit Program Fleet Replacement Form	<b>15-18</b>
<b>5</b>	<b>Public Participation Process</b> 1. Copy of the <b>Public Hearing Notice</b> as it appeared in the newspaper 2. Notarized statement verifying publication (publisher's affidavit) 3. Summary or transcript of the Public Hearing signed by an official of the transit system	<b>19-23</b>
<b>6</b>	<b>Complaint and Bid Protest Procedures</b> 1. Copy of written procedures addressing complaints within and without the organization (excluding Title VI) 2. Copy of Bid Protest Procedures	<b>24-27</b>
<b>7</b>	<b>Title VI General Reporting Requirements (Civil Rights)</b>	<b>28-29</b>
<b>5311 CARES ACT Grant</b>		
<b>8</b>	<b>5311 CARES ACT Grant Funding Summary</b>	<b>30</b>
<b>9</b>	<b>5311 CARES ACT Application Letter</b>	<b>31</b>
<b>10</b>	<b>5311 CARES ACT Grant Project Budget Worksheets</b> 1. Line Item Budget Sheet (a) Operation Budget (b) Capital Budget 2. Source of Budget Funds Sheet (a) Operation Source Budget Sheet (100% Funding) (b) Capital Source Budget Sheet (100% Funding) 3. Section 5311 CARES ACT Vehicle Request Budget Form- <i>If Ordering Vehicles.</i> 4. Approved Indirect Cost Rate proposal, if applicable	<b>32-35</b>
<b>11</b>	<b>5311 CARES Act Authorizing Resolution</b>	<b>36-37</b>
<b>5311 Regular Grant</b>		
<b>12</b>	<b>5311 Regular Grant Funding Summary</b>	<b>38</b>
<b>13</b>	<b>5311 Regular Grant Application Letter</b>	<b>39</b>
<b>14</b>	<b>5311 Regular Grant Project Budget Worksheets, if applying</b> 1. Line Item Budget Sheet (a) Administration Budget (b) Capital Budget 2. Source of Budget Funds Sheet (a) Administration Source Budget Sheet (80%/20% Funding) (b) Capital Source Budget Sheet (80%/20% Funding based on Type)	<b>40-48</b>

	<ul style="list-style-type: none"> <li>3. Section 5311 Vehicle Request Budget Form- <b><i>If Ordering Vehicles.</i></b></li> <li>4. Local Match Commitment Letter <ul style="list-style-type: none"> <li>(a) Local Match Documentation Certification</li> <li>(b) Local Match Documentation Resolution</li> </ul> </li> <li>5. Approved Indirect Cost Rate proposal, if applicable</li> </ul>	
<b>15</b>	<b>5311 Regular Vehicle Depreciation Schedule</b> <ul style="list-style-type: none"> <li>1. Vehicle Depreciation Schedule</li> </ul>	<b>49</b>
<b>16</b>	<b>5311 Regular Grant Authorizing Resolution</b>	<b>50-51</b>
<b>17</b>	<b>Completed Application*</b> <ul style="list-style-type: none"> <li>1. Final Document Developed should have: <ul style="list-style-type: none"> <li>(a) Grant Coversheet Attached</li> <li>(b) Application Checklist Correctly Completed and Attached</li> <li>(c) All Application Checklist Questions Answered</li> <li>(d) All Application Checklist Items Requested are attached and in sequence with question. (Attachments must be inserted directly after question.)</li> <li>(e) Final Document pages are consecutively numbered in whole numbers and in sequence of checklist including support documents.</li> <li>(f) Follow Grant Application Submission Process as indicated in instructions.</li> </ul> </li> </ul> <p><b><i>*No instructions or other items not listed on the checklist should be submitted within Final Application Document.</i></b></p>	

**EXHIBIT 1 – Agency Information Sheet**

**Agency Information Sheet**

<b>1. Name and Address of Applicant:</b> Baldwin County Commission 312 Courthouse Square, Ste 11 Bay Minette, Alabama 36507		
<b>2. Date: June 4, 2021</b>  <b>Contact Person:</b> Ann Simpson  <b>Telephone:</b> 251- 533-0599  <b>Fax:</b> 251-972-6841  <b>Email Address:</b> ann.simpson@baldwincountyal.gov		
<b>3. DUNS Number:</b> [REDACTED]		
<b>4. Name of Subcontractors:</b>		
<b>5. Area(s) to be Served by Project:</b>	Baldwin County	
<b>Congressional District(s):</b>	Congressional District 1, Baldwin County	
<b>6. Service Area Population:</b>	223,234	
<b>Service Area Square Miles:</b>	1,590	
<b>7. Hours &amp; Days of Operation:</b>	6:00 AM-6:30 PM Monday thru Friday Weekends-Seasonal/Varies	
<b>8. Project Number:</b>	RPT-002	
<b>9. Service Contract(s) and Estimated Amounts for FY2022:</b>	AltaPointe	\$64,813.00
	BCC SAIL Centers	\$48,765.00
	Vaughn SAIL Centers	\$19,587.00
	Coastal Ala. Comm. College	\$13,495.00
<b>10. Grants Applying For:</b>		
__X__ 5311 CARES		
__X__ 5311 Regular		

**EXHIBIT 2 - Designated Agency Letter**

June 15, 2021

Mr. Bradley B. Lindsey, P. E.  
State Local Transportation Engineer  
Local Transportation Bureau  
Alabama Department of Transportation  
1409 Coliseum Boulevard  
Montgomery, Alabama 36110

Dear Mr. Lindsey:

Subject: **Letter of Designation**

The Baldwin County Commission has carefully considered the selection of an implementing agency for its Section 5311 project. We designate Baldwin Regional Area Transit System as our local implementing agency. The principal contact person for this project is Baldwin Regional Area Transit System Accounting Manager, Ann Simpson.

If you have any questions on this designation, please contact Ann Simpson at 251-533-0599.

Sincerely,

Joe Davis, III, Chairman  
Baldwin County Commission

### **EXHIBIT 3 - Current System and Project Description Form**

#### **3.1. General description of the service area, including the geographic location, and delineating the geographic boundaries:**

The Baldwin Regional Area Transit System is located in, and serves, Baldwin County, Alabama. Baldwin County borders Washington, Clark, and Escambia counties on the north, Mobile County on the west and Escambia County, Florida, on the east. Baldwin County is bordered on the south by the Gulf of Mexico.

(a) Service Area Population (numbers only): 223,234

(b) Service Area Square Miles (numbers only): 1,590

(c) System Start-up Date (date the transit system began receiving FTA funds):  
Baldwin Regional Area Transit System began receiving Section 5311 funds in 1985.

(d) Brief History of System:

Baldwin Regional Area Transit System began in 1985 as Baldwin Rural Area Transit System. Prior to 1985 the Community Action Agency received 5311 funds. Community Action Agency decided at that time they no longer wished to participate in the 5311 program. The Baldwin County Commission accepted the program and began operations with 2 used vans. BRATS has grown to a fleet of over 40 vehicles and provides approximately 130,000 trips per year.

(e) Mission Statement:

BRATS is a team of well-trained professionals who provide safe, affordable, and convenient transportation. We strive for excellence and dependability. We show compassion to every customer and serve each individual with dignity and respect.

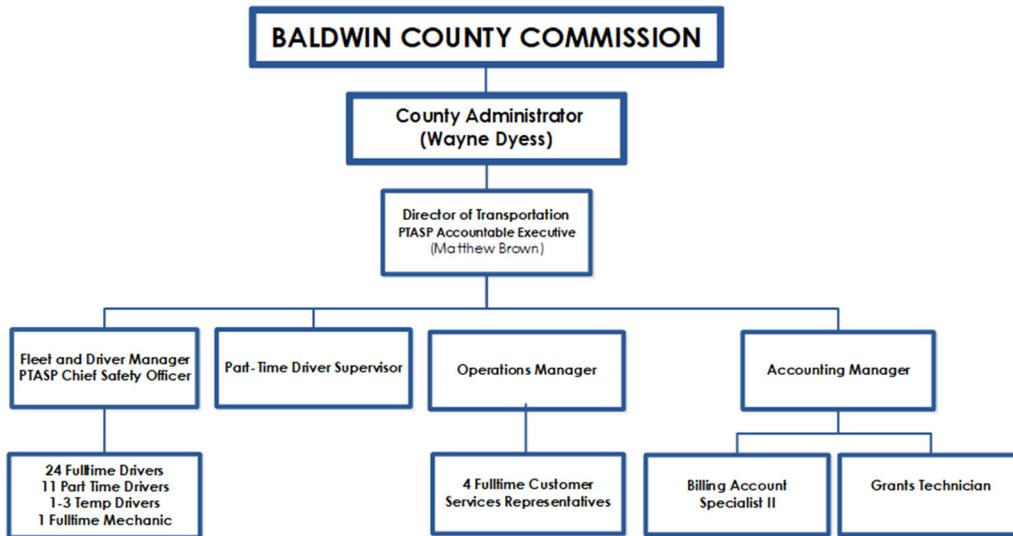
(f) Current Year Goals and Objectives (provide at least one measurable goal and at least one measurable objective)

Goal: Increase ridership and increase utilization of app for booking rides.

Objective: Increase public awareness of on-demand transit availability and electronic scheduling app.

#### **3.2. General description of the eligible applicant and any subcontractors.**

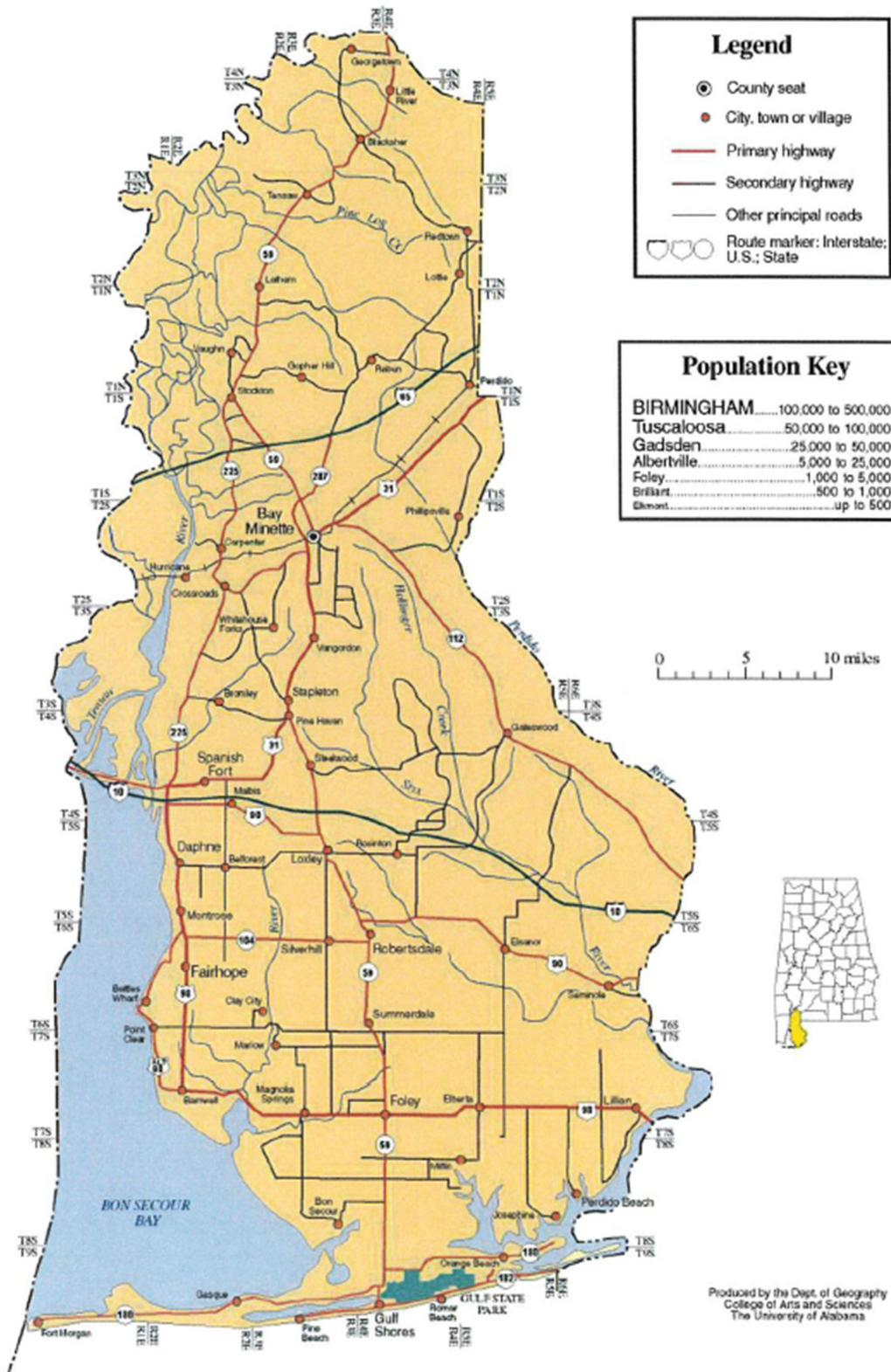
(a) Organization Chart(s) from upper level downward (for example, Executive Director at top, Management in middle, and Drivers at the bottom).



**3.3. General description of proposed transportation service such as “contract, subscription, commuter express, demand response”, etc.** BRATS is primarily a demand response service, with limited contract services. Trips can currently be booked same day based on availability. BRATS serves all areas of Baldwin County and provides commuter service to Mobile County.

- (a) Specific route information including 8½” x 11” map(s) of service area(s) highlighting area(s) served. Such maps may be accessed, downloaded, and printed in PDF format via the link included below: <http://alabamamaps.ua.edu/contemporarymaps/alabama/counties/>

# BALDWIN COUNTY



(b) General description of service(s) to be provided outside of service area, including frequency of such service(s).

Baldwin Regional Area Transit System operates two to three commuter/tripper routes, depending on demand, which connect Baldwin and Mobile counties. These routes operate five days a week in early morning and late afternoon. These routes are coordinated to connect with the Wave Transit of Mobile, Alabama. See attached WAVE Concurrence Letter below.

(i) Support Documentation/Concurrence Letter for services that are provided outside of your service area from each affected transit agency, if applicable.



Mr. Matthew Brown  
Director of Transportation  
Baldwin Regional Area Transit System  
P.O. Box 907  
Robertsdale, Alabama 36567

**Reference: Concurrence Letter**

Mr. Brown

Transit Management of Mobile D/b/a The Wave Transit System, which is the public transportation provider for the City of Mobile, strongly supports the Baldwin Regional Area Transit System (BRATS) for its grant application to Alabama Department of Transportation (ALDOT) for Section 5311 funding.

The Wave recognizes BRATS efforts to provide grant purpose trips, tripper services and commuter services designed to connect both counties. The Wave concurs with BRATS operation of public transportation within the urbanized area of the City of Mobile so long as each trip either begins or ends in Baldwin County. It is our belief that the proposed investment will strengthen the market access through this seamless option.

Again, congratulations for this accomplishment and please contact my office at your earliest convenience at (251) 375-2350 for further assistance.

Respectfully,

A handwritten signature in blue ink, appearing to read "Damon Dash".

Damon Dash  
General Manager  
The Wave Transit System

□ GM&O Transportation Center  
110 Beauregard Street TEL 251.344.6600  
Suite 104 FAX 251.344.6678  
Mobile, AL 36602 WEB theWaveTransit.com

*Ride the Wave*  
□ 1224 West I-65 TEL 251.344.6600  
Service Rd. South FAX 251.344.9395  
Mobile, AL 36609 WEB theWaveTransit.com

(ii) Documentation certifying compliance with requirements of other States must be provided for services crossing state lines., if applicable. Not applicable.

- (c) Hours and days of operation: 6:00 AM-6:30 PM Monday through Friday with limited service on the weekends and holidays which varies based on demand.
- (d) Number of project vehicles in operation (numbers only): 46 of which 32 or more operate in the rural area of Baldwin County.
- (e) Number of back-up vehicles (numbers only): 8
- (f) Eligible users of service: Citizens and Visitors of Baldwin County
- (g) Service changes from previous year (if any): Launched fully on-demand transit service with mobile app for scheduling and e-payment capabilities.
- (h) Planned system changes for next year (if any):  
  
No system changes planned for FY22.

**3.4. Current fare structure, including Elderly and Disabled (E&D) and/or Americans with Disabilities Act (ADA) fares, if applicable:**

- (a) Description of fare eligibility process:
  - (i) Attach copy of fare application form for elderly and disabled and/or Americans with Disabilities Act (ADA) and identification card, if applicable:

0 - 5.0 MILES	ONE WAY	\$2.00
5.1 - 10 MILES	ONE WAY	\$2.50
10.1 - 15 MILES	ONE WAY	\$3.00
15.1 - 20 MILES	ONE WAY	\$3.50
20.1 - 25 MILES	ONE WAY	\$4.00
25.1 - 30 MILES	ONE WAY	\$4.50
30.1 - 35 MILES	ONE WAY	\$5.00
35.1 - 40 MILES	ONE WAY	\$5.50
40.1 - 50 MILES	ONE WAY	\$6.50
50.1 - 60 MILES	ONE WAY	\$7.50
Over 60 MILES	ONE WAY	\$10.00

- (b) Date of last fare increase:  
October 1, 2011, for overall program and March 1, 2019, two additional levels were created for 50.1 miles and over
- (c) Planned fare increases (if any): No fare increases planned for FY22.

- (d) Operating recovery ratio for all grants (All farebox + contract revenues divided by total overall operating costs):  $\$366,760 / \$2,264,483 = 16.2\%$

**3.5. Attach a copy of your system brochure. (Insert in sequence of question)**



**The same public transit service you know and love. But better.**

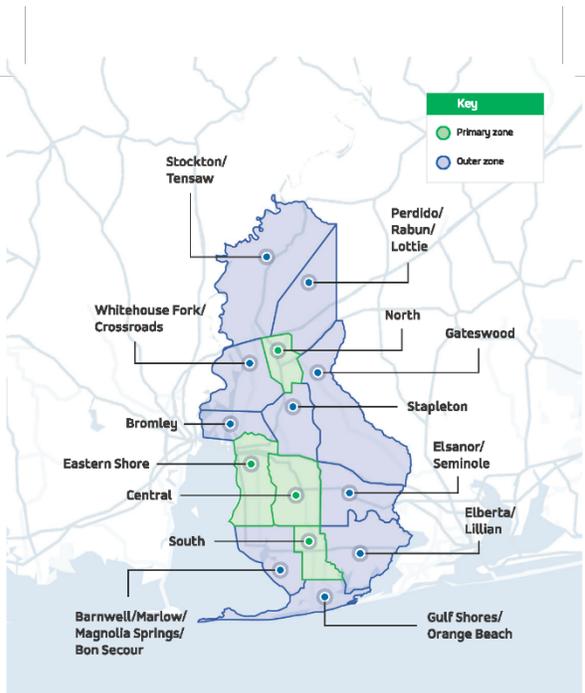
Use our brand new app to pre-schedule your ride or book to leave right away – the choice is yours.

Please contact BRATS at (251) 972-6817 or [bratsbooking@baldwincountyal.gov](mailto:bratsbooking@baldwincountyal.gov) for more information about fares and passes as well as accessibility questions.  
[www.ridebrats.com](http://www.ridebrats.com)



Download BRATS On-Demand to ride. Powered by 



**Service hours.**  
6am - 6:30pm

**Service zone.**  
 Within Primary zone: Book on-demand  
 Between Primary zones: Book 3 hours in advance  
 Outer zones: Book 12 hours in advance

**One-way ride pricing.**

0 - 5 Miles .....	\$2.00
5.1 - 10 Miles .....	\$2.50
10.1 - 15 Miles .....	\$3.00
15.1 - 20 Miles .....	\$3.50
20.1 - 25 Miles .....	\$4.00
25.1 - 30 Miles .....	\$4.50
30.1 - 35 Miles .....	\$5.00

**Additional guest - \$2 flat fare.**

**3.6. Describe your efforts to market or promote the system (list type, number, cost of promotional items distributed and include projected budget amount for Fiscal Year; describe any newspaper and/or Internet advertisements; and clearly describe the type and frequency of other efforts).**

Baldwin Regional Area Transit System makes presentations to civic organizations, senior centers, chambers of commerce, and city councils. Baldwin Regional Area Transit System brochures are distributed to businesses, doctors' offices, etc. Information is available on our website [www.ridebrats.com](http://www.ridebrats.com). In addition, information on BRATS is shared on the Baldwin County Commission social media platforms (Facebook and Instagram).

**3.7. Describe your method of implementing and announcing service changes and fare increases. (Must include number of days' notice to public.)**

Baldwin Regional Area Transit System will present substantive service changes to the Commission at a regular scheduled Work Session and if Commission wishes to proceed then BRATS will post the public hearing schedule 30 days prior to holding any public hearings. The posting will appear in an area newspaper publication, aboard transit vehicles, and facilities for 30 days. This will enable public hearings to begin on the 31st day or thereafter. All input from the public at the hearings will go before the Commission at the next regularly scheduled BCC meeting and the commission will vote on fare increases and service modification proposals.

**3.8. Describe your efforts to coordinate with and involve the area transportation providers and human service agencies in the rural transit service including any involvement in the regional human service coordinated transportation planning process.**

BRATS has formed a local Transportation Steering Committee made up of members of the public and human service organizations. This committee reviews the budget of BRATS, bus needs, and projected changes in service. This allows for input from many organizations to help improve BRATS and help accomplish the BRATS mission.

**(a) Directory of Local Transportation Steering Committee**

Baldwin Regional Area Transit System Steering Committee:

Cindy Haber	Mental Retardation Board	(251) 752-5611
Kathy Fleet	ARC of Baldwin County	(251) 964-4451
Carolyn Brown	Department of Human Resources	(251)-580-2843
Robert Carlock	Altapointe	(251) 662-7294
Kelly Childress	Council on Aging	(251) 972-850
James Austin	Transit Consumer	(251) 586-3808
Sarah Hart Sislak	Eastern Shore MPO	(251) 990-4643

(b) Schedule of Transportation Steering Committee Meetings

BRATS Annual Transportation Steering Committee meeting date is held in January.

**3.9. Provide updates to your system's Safety, Security and Emergency Preparedness Plan (SSEPP) since the latest submission as applicable. If there are no updates to your SSEPP, a statement must be submitted stating such. Must include date of last review or frequency of review.**

The Baldwin County Commission adopted the Public Transportation Agency Safety Plan (PTASP) on April 21, 2020. The review of the plan was conducted by the BRATS management team on June 2, 2021. As a result of the annual review, the PTASP is currently undergoing revisions including updates to the organizational chart and other minor revisions.

# EXHIBIT 4 - Capital Equipment

Fiscal Year: 22 Vehicle Inventory Baldwin Regional Area Transit System (BRATS)													
Count	Year	Equipment Description	Equipment ID Number	Source Grant	Acquisition Date	Cost	% Federal Participation	Title Holder	Location / Condition	Condition (New, Excellent, Good, Fair, or Poor)	Disposal Date	Useful Life	Disposal Price
1	2016	FORD E350	1FDEE3FL4GDC45683	5307	9/30/2016	\$ 53,925.00	80%	BCC/ALDOT	Fairhope / FAIR	FAIR	1/1/2021	5	
2	2017	FORD E450	1FDDE4FS0HDC01456	5311	9/30/2016	\$ 57,216.40	80%	BCC/ALDOT	Bay Minette / FAIR	FAIR	9/29/2021	5	
3	2012	DODGE CARAVAN	2C4RDGB8CR225792	5311	5/4/2012	\$ 36,506.00	80%	BCC/ALDOT	Fairhope / FAIR	FAIR	5/3/2017	5	
4	2016	FORD E450	1FDDE4FS1GDC05451	5311	9/1/2015	\$ 57,216.00	80%	BCC/ALDOT	Fairhope / FAIR	FAIR	1/1/2021	5	
5	2017	FORD E450	1FDDE4FS1HDC01448	5311	9/30/2016	\$ 57,216.40	80%	BCC/ALDOT	Fairhope / FAIR	FAIR	9/29/2021	5	
6	2016	FORD E450	1FDDE4FS4GDC05461	5311	9/1/2015	\$ 57,216.00	80%	BCC/ALDOT	Foley / FAIR	FAIR	1/1/2021	5	
7	2016	FORD E450	1FDDE4FS6GDC05459	5311	9/1/2015	\$ 57,216.00	80%	BCC/ALDOT	Bay Minette / FAIR	FAIR	1/1/2021	5	
8	2016	FORD E450	1FDDE4FS3GDC05452	5311	9/1/2015	\$ 57,216.00	80%	BCC/ALDOT	Fairhope / FAIR	FAIR	1/1/2021	5	
9	2015	STARCRAFT STARLITE E350	1FDEE3FL8FDA27874	5311	10/2/2015	\$ 53,302.00	80%	BCC/ALDOT	Mental Health / FAIR	FAIR	1/1/2021	5	
10	2012	FORD F550	1FDGF5GY5CEC27340	5311	8/31/2012	\$ 76,928.00	80%	BCC/ALDOT	Foley / FAIR	FAIR	8/30/2019	7	
11	2017	FORD E450	1FDDE4FS1HDC01451	5311	9/30/2016	\$ 57,216.40	80%	BCC/ALDOT	Bay Minette / FAIR	FAIR	9/29/2021	5	
12	2007	FORD E350	1FDWE3SL47DB36565	5311	10/1/2007	\$ 42,416.00	80%	BCC/ALDOT	Mental Health / POOR	POOR	1/1/2021	5	
13	2016	FORD F550	1FDGF5GY3GEA17535	5311	10/19/2015	\$ 83,333.00	80%	BCC/ALDOT	Robertsdale / FAIR	FAIR	10/17/2022	7	
14	2007	FORD E350	1FDWE3SL37DB36573	5311	10/1/2007	\$ 42,416.00	80%	BCC/ALDOT	Mental Health / POOR	POOR	1/1/2021	5	
15	2014	FORD STARCRAFT E350	1FDEE3FL1EDA78714	5311	8/26/2014	\$ 52,632.00	80%	BCC/ALDOT	Mental Health / FAIR	FAIR	1/1/2021	5	
16	2017	FORD E450	1FDDE4FS2HDC01457	5311	9/30/2016	\$ 57,216.40	80%	BCC/ALDOT	Fairhope / FAIR	FAIR	9/29/2021	5	
17	2016	FORD F550	1FDGF5GY5GEA17536	5311	10/19/2015	\$ 88,321.00	80%	BCC/ALDOT	Robertsdale / FAIR	FAIR	10/17/2022	7	
18	2018	FORD E450	1FDDE4FS7HDC68510	5311	1/26/2018	\$ 58,774.40	80%	BCC/ALDOT	Bay Minette / FAIR	FAIR	1/25/2023	5	
19	2017	FORD E450	1FDDE4FS5HDC01453	5311	9/30/2016	\$ 57,216.40	80%	BCC/ALDOT	Bay Minette / FAIR	FAIR	9/29/2021	5	
20	2016	FORD F550	1FDGF5GY7GEA17537	5311	10/19/2015	\$ 83,333.00	80%	BCC/ALDOT	Bay Minette / FAIR	FAIR	10/17/2022	7	
21	2017	FORD E450	1FDDE4FS3HDC01452	5311	9/30/2016	\$ 57,216.40	80%	BCC/ALDOT	Foley / FAIR	FAIR	9/29/2021	5	
22	2016	FORD F550	1FDGF5GYXGEC06943	5311	5/26/2017	\$ 89,936.50	80%	BCC/ALDOT	Fairhope / FAIR	FAIR	5/24/2024	7	
23	2016	FORD F550	1FDGF5GY7GEC06933	5311	5/26/2017	\$ 89,936.50	80%	BCC/ALDOT	Fairhope / FAIR	FAIR	5/24/2024	7	
24	2018	FORD E450	1FDDE4FS9HDC68508	5311	1/26/2018	\$ 58,774.40	80%	BCC/ALDOT	Fairhope / FAIR	FAIR	1/25/2023	5	
25	2013	FORD STARCRAFT E450	1FDDE4FS3DDA93327	5311	9/27/2013	\$ 56,094.58	80%	BCC/ALDOT	Bay Minette / FAIR	FAIR	1/1/2021	5	
26	2013	FORD STARCRAFT E450	1FDDE4FS5DDA93314	5311	9/27/2013	\$ 56,094.58	80%	BCC/ALDOT	Foley / FAIR	FAIR	1/1/2021	5	
27	2013	FORD STARCRAFT E450	1FDDE4FS0DDA93284	5311	9/27/2013	\$ 56,094.58	80%	BCC/ALDOT	Bay Minette / FAIR	FAIR	1/1/2021	5	
28	2013	FORD STARCRAFT E450	1FDDE4FS4DDA93319	5311	9/27/2013	\$ 56,094.58	80%	BCC/ALDOT	Robertsdale / FAIR	FAIR	1/1/2021	5	
29	2015	FORD F550 GLAVAL	1FDGF5GY9FEA05081	5311	8/26/2014	\$ 83,333.00	80%	BCC/ALDOT	Robertsdale / GOOD	GOOD	8/24/2021	7	
30	2015	FORD F550 GLAVAL	1FDGF5GY5FEA15929	5311	8/26/2014	\$ 88,321.00	80%	BCC/ALDOT	Foley / FAIR	FAIR	8/24/2021	7	
31	2015	FORD F550 GLAVAL	1FDGF5GY3FEA15928	5311	8/26/2014	\$ 88,321.00	80%	BCC/ALDOT	Bay Minette / GOOD	GOOD	8/24/2021	7	
32	2017	FORD E450	1FDDE4FS4HDC01444	5311	9/30/2016	\$ 57,216.40	80%	BCC/ALDOT	Foley / FAIR	FAIR	9/29/2021	5	
33	2018	FORD E450	1FDDE4FSXHDC68520	5311	1/26/2018	\$ 58,774.40	80%	BCC/ALDOT	Robertsdale / FAIR	FAIR	1/25/2023	5	
34	2018	FORD E350	1FDEE3FS7HDC75981	5307	1/26/2018	\$ 55,921.00	80%	BCC/ALDOT	Foley / FAIR	FAIR	1/25/2023	5	
35	2015	FORD E450	1FDDE4FS6FDA03252	5311	11/14/2014	\$ 56,594.58	80%	BCC/ALDOT	Fairhope / FAIR	FAIR	1/1/2021	5	
36	2018	FORD E350	1FDEE3FS9HDC70846	5311	1/26/2018	\$ 55,921.00	80%	BCC/ALDOT	Bay Minette / FAIR	FAIR	1/25/2023	5	
37	2015	FORD E450	1FDDE4FS8FDA03253	5311	11/14/2014	\$ 56,594.58	80%	BCC/ALDOT	Robertsdale / POOR	POOR	1/1/2021	5	
38	2015	FORD E450	1FDDE4FS5FDA03260	5311	11/14/2014	\$ 56,594.58	80%	BCC/ALDOT	Fairhope / GOOD	GOOD	1/1/2021	5	
39	2018	FORD E450	1FDDE4FS1HDC70950	5311	2/7/2018	\$ 58,774.40	80%	BCC/ALDOT	Robertsdale / GOOD	GOOD	2/6/2023	5	
40	2018	FORD E450	1FDDE4FS1HDC68468	5311	2/7/2018	\$ 58,774.40	80%	BCC/ALDOT	Fairhope / GOOD	GOOD	2/6/2023	5	
41	2018	FORD E450	1FDDE4FSHDC70956	5311	2/7/2018	\$ 58,774.40	80%	BCC/ALDOT	Foley / GOOD	GOOD	2/6/2023	5	
42	2018	FORD E450	1FDDE4FS2HDC68446	5311	2/22/2018	\$ 58,774.40	80%	BCC/ALDOT	Fairhope / GOOD	GOOD	2/21/2023	5	
43	2018	FORD E450	1FDDE4FS2HDC68477	5311	2/23/2018	\$ 58,774.40	80%	BCC/ALDOT	Foley / GOOD	GOOD	2/22/2023	5	
44	2019	FORD E350	1FDEE3FS5KDC17276	5311	3/11/2019	\$ 56,959.00	80%	BCC/ALDOT	Foley / GOOD	GOOD	3/9/2024	5	
45	2019	FORD E350	1FDEE3FS4KDC12313	5311	3/11/2019	\$ 56,959.00	80%	BCC/ALDOT	Robertsdale / GOOD	GOOD	3/9/2024	5	
46	2008	CHEVY UPLANDER	1GBDV13W58D206464	5311	12/9/2008	\$ 34,039.00	80%	BCC/ALDOT	Bay Minette / GOOD	GOOD	12/8/2013	5	

Fiscal Year: 22  
 Document Name: Transit Program Vehicle Profile Sheet  
 Transit System: Baldwin Regional Area Transit System (BRATS)

Count	VIN Number	Funding	Vehicle Type	Mileage as of 05/15/2021	Seating Capacity2	Tag	Model Year	Lift (Yes/No)	Stations :	Start Time:	End Time:	Duration:	Usage:	SUN	M	T	W	TH	F	SAT	Description of Service
1	1FDEE3FL4GDC45683	5307	V	70,529	10	57713CO	2016	Yes	1	6:30	15:00	8:30	DR		X	X	X	X	X		GENERAL PUBLIC
2	1FDDE4F50HDC01456	5311	CCB	112,874	18	57719CO	2017	Yes	2	6:30	17:30	11:00	DR/C		X	X	X	X	X		GENERAL PUBLIC/COA
3	2C4RDG8G8CR225792	5311	M	84,707	7	52768CO	2012	No	1	6:45	17:45	11:00	DR		X	X	X	X	X		GENERAL PUBLIC
4	1FDDE4F51GDC05451	5311	CCB	137,192	18	56541CO	2016	Yes	2	6:00	18:00	12:00	DR		X	X	X	X	X		GENERAL PUBLIC
5	1FDDE4F51HDC01448	5311	CCB	90,342	18	57715CO	2017	Yes	2	6:45	17:45	11:00	DR		X	X	X	X	X		GENERAL PUBLIC
6	1FDDE4F54GDC05461	5311	CCB	121,941	18	56542CO	2016	Yes	2	12:15	18:00	5:45	DR		X	X	X	X	X		GENERAL PUBLIC
7	1FDDE4F56GDC05459	5311	CCB	126,353	18	56543CO	2016	Yes	2	6:30	17:30	11:00	DR/C		X	X	X	X	X		GENERAL PUBLIC/COA
8	1FDDE4F53GDC05452	5311	CCB	124,143	18	56544CO	2016	Yes	2	6:45	17:45	11:00	DR		X	X	X	X	X		GENERAL PUBLIC
9	1FDEE3FL8FDA27874	5311	V	74,096	10	56598CO	2015	Yes	1	6:45	13:00	6:15	C		X	X	X	X	X		BCMH
10	1FDGF5GY5CEC27340	5311	CCB	153,239	28	39180CO	2012	Yes	2	6:00	18:45	12:45	DR		X	X	X	X	X		GENERAL PUBLIC
11	1FDDE4F51HDC01451	5311	CCB	92,572	18	57716CO	2017	Yes	2	5:45	14:15	8:30	DR		X	X	X	X	X		GENERAL PUBLIC
12	1FDWE3SL47DB36565	5311	V	155,575	11	29296CO	2007	Yes	1	6:45	13:00	6:15	C		X	X	X	X	X		BCMH
13	1FDEE3FL1EDA78714	5311	CCB	67,307	28	56618CO	2016	Yes	2	6:00	18:45	12:45	DR		X	X	X	X	X		GENERAL PUBLIC
14	1FDWE3SL37DB36573	5311	V	134,329	11	42301CO	2007	Yes	1	6:45	13:00	6:15	C		X	X	X	X	X		BCMH
15	1FDEE3FL1EDA78714	5311	V	89,558	11	42640CO	2014	Yes	1	6:30	13:30	7:00	C		X	X	X	X	X		BCMH
16	1FDDE4F52HDC01457	5311	CCB	106,758	18	57720CO	2017	Yes	2	6:30	15:00	8:30	DR		X	X	X	X	X		GENERAL PUBLIC
17	1FDGF5GY5GEA17536	5311	CCB	89,476	28	56619CO	2016	Yes	8	6:00	18:45	12:45	DR	X	X	X	X	X	X		GENERAL PUBLIC
18	1FDDE4F57HDC68510	5311	CCB	75,496	18	59713CO	2017	Yes	2	6:45	17:45	11:00	DR		X	X	X	X	X		GENERAL PUBLIC
19	1FDDE4F55HDC01453	5311	CCB	110,754	18	57718CO	2017	Yes	2	6:30	17:30	11:00	DR/C		X	X	X	X	X		GENERAL PUBLIC/COA
20	1FDGF5GY7GEA17537	5311	CCB	121,691	28	56620CO	2016	Yes	2	13:45	18:45	5:00	DR	X	X	X	X	X	X		GENERAL PUBLIC
21	1FDDE4F53HDC01452	5311	CCB	101,936	18	57717CO	2017	Yes	2	6:45	17:45	11:00	DR		X	X	X	X	X		GENERAL PUBLIC
22	1FDGF5GYXGEC06943	5311	CCB	60,408	30	58625CO	2016	Yes	6	5:45	18:15	12:30	DR/WR		X	X	X	X	X	X	GENERAL PUBLIC/BAYLINC
23	1FDGF5GY7GEC06933	5311	CCB	55,396	30	58624CO	2016	Yes	6	5:45	18:15	12:30	DR/WR		X	X	X	X	X	X	GENERAL PUBLIC/BAYLINC
24	1FDDE4F59HDC68508	5311	CCB	70,922	18	59714CO	2017	Yes	2	6:45	17:45	11:00	DR		X	X	X	X	X		GENERAL PUBLIC
25	1FDDE4F53DDA93327	5311	CCB	174,012	18	54298CO	2013	Yes	2	7:00	15:30	8:30	DR		X	X	X	X	X		GENERAL PUBLIC
26	1FDDE4F55DDA93314	5311	CCB	159,327	18	54296CO	2013	Yes	2	6:45	17:45	11:00	DR		X	X	X	X	X		GENERAL PUBLIC
27	1FDDE4F50DDA93284	5311	CCB	148,290	18	54295CO	2013	Yes	2	7:00	15:30	8:30	DR		X	X	X	X	X		GENERAL PUBLIC
28	1FDDE4F54DDA93319	5311	CCB	182,187	18	54297CO	2013	Yes	2	7:00	15:15	8:15	DR		X	X	X	X	X		GENERAL PUBLIC
29	1FDGF5GY9FEA05081	5311	CCB	109,365	28	44499CO	2015	Yes	2	15:30	18:45	3:15	DR		X	X	X	X	X		GENERAL PUBLIC
30	1FDGF5GY5FEA15929	5311	CCB	108,371	28	44501CO	2015	Yes	8	6:00	18:45	12:45	DR		X	X	X	X	X		GENERAL PUBLIC
31	1FDGF5GY3FEA15928	5311	CCB	109,750	28	44504CO	2015	Yes	8	13:45	18:45	5:00	DR	X	X	X	X	X	X		GENERAL PUBLIC
32	1FDDE4F54HDC01444	5311	CCB	95,684	18	57714CO	2017	Yes	2	6:45	17:45	11:00	DR		X	X	X	X	X		GENERAL PUBLIC
33	1FDDE4F5XHDC68520	5311	CCB	57,191	18	59717CO	2017	Yes	2	7:00	15:30	8:30	DR		X	X	X	X	X		GENERAL PUBLIC
34	1FDEE3F57HDC75981	5307	V	50,788	10	59716CO	2017	Yes	1	6:45	17:45	11:00	DR		X	X	X	X	X		GENERAL PUBLIC
35	1FDDE4F56FDA03252	5311	CBB	124,739	18	44401CO	2015	Yes	2	6:45	17:45	11:00	DR		X	X	X	X	X		GENERAL PUBLIC
36	1FDEE3F59HDC70846	5311	V	44,823	10	59712CO	2017	Yes	1	6:45	17:45	11:00	DR		X	X	X	X	X		GENERAL PUBLIC
37	1FDDE4F58FDA03253	5311	CCB	140,764	18	44400CO	2015	Yes	2	14:00	16:30	2:30	DR		X	X	X	X	X		GENERAL PUBLIC
38	1FDDE4F55FDA03260	5311	CCB	155,082	18	45033CO	2015	Yes	2	6:45	17:45	11:00	DR		X	X	X	X	X		GENERAL PUBLIC
39	1FDDE4F51HDC70950	5311	CCB	72,911	18	59715CO	2017	Yes	2	14:00	16:30	2:30	DR		X	X	X	X	X		GENERAL PUBLIC
40	1FDDE4F51HDC68468	5311	CCB	59,332	18	59718CO	2018	Yes	2	6:45	17:45	11:00	DR		X	X	X	X	X		GENERAL PUBLIC
41	1FDDE4F5HDC70956	5311	CCB	73,858	18	59719CO	2018	Yes	2	6:15	17:15	11:00	DR		X	X	X	X	X		GENERAL PUBLIC
42	1FDDE4F52HDC68446	5311	CCB	72,804	18	59755CO	2018	Yes	2	7:00	17:45	10:45	DR		X	X	X	X	X		GENERAL PUBLIC
43	1FDDE4F52HDC68477	5311	CCB	64,264	18	59754CO	2018	Yes	2	6:45	17:45	11:00	DR		X	X	X	X	X		GENERAL PUBLIC
44	1FDEE3F55KDC17276	5311	V	28,000	10	45909CO	2019	Yes	1	6:45	17:45	11:00	DR		X	X	X	X	X		GENERAL PUBLIC
45	1FDEE3F54KDC12313	5311	V	31,997	10	44495CO	2019	Yes	1	7:00	15:30	8:30	DR		X	X	X	X	X		GENERAL PUBLIC
46	1GBDV13W58D206464	5311	M	105,560	5	49566CO	2008	No	1	7:15	15:15	8:00	DR		X	X	X	X	X		GENERAL PUBLIC

Baldwin Regional Area Transit System

Equipment Description	Equipment ID Number	Source Grant	Acquisition Date	Cost	% Federal Participation	Title Holder	Location/ Condition and Use	Disposal Date
Bus Washer	EPB 2000 B1 35009615	5311	2/27/2007	\$21,250.00	80%	N/A	Robertsdale Poor	2021
Bus Bike Racks (2)		5307-Lillian	09/16/2008	\$2,971.20	80%	N/A	Various Fair	2023
Facility Benches (3) & Waste Receptacle (2)		5307-Lillian	09/03/2008	\$6164.63	80%	N/A	Robertsdale Fair	2023
Bus Bike Racks (7)		5311-ARRA	2/26/2010	\$9,652.00	100%	N/A	Various Fair	2023
Facility Bike Racks (2)		5311-ARRA	4/1/2010	\$4,516.30	100%	N/A	Robertsdale Fair	2023
30x20x12 Metal Storage Building	8168	5311-ARRA	4/26/2010	\$14,649.00	100%	N/A	Robertsdale Good	2025
6 x 10 Utility Trailer		5311-RTAP	PRIOR TO 2004	?	100%	N/A	Robertsdale Fair	2023
120 Cones		5311-RTAP	PRIOR TO 2004	?	100%	N/A	Robertsdale Poor	2021
Rolling Beam Jack	8487	5311- Non-Vehicle	6/19/2015	\$6,480.00	80%	N/A	Robertsdale Good	2023
Coats Tire Changer		5311	06/22/2015	\$15,037.70	80%	N/A	Robertsdale Good	2025
Coats Tire Balancer	8912	5311-Non-Vehicle	06/30/2016	\$13,314.00	80%	N/A	Robertsdale Good	2025

**FY2022 Transit Program Fleet Replacement Form**

List all vehicles to be replaced with FTA Funding in this application. *List only FTA Funded Vehicles.*

**Applicant Name: BRATS**

	<b>Year</b>	<b>Make/Model</b>	<b>Year of Purchase</b>	<b>Vin Number</b>	<b>Mo/Year Placed in Revenue Service</b>	<b>Accumulated Mileage</b>	<b>Estimated Mo./Yr. to be taken Out of Revenue Service</b>
<b>1</b>	<b>2016</b>	<b>Ford E450</b>	<b>2015</b>	1FDFE4FS1GDC 05451	<b>09/2015</b>	<b>137,192</b>	<b>06/2022</b>
<b>2</b>	<b>2016</b>	<b>Ford E450</b>	<b>2015</b>	1FDFE4FS6GDC 05459	<b>09/2015</b>	<b>126,353</b>	<b>06/2022</b>
<b>3</b>	<b>2013</b>	<b>Ford E450</b>	<b>2013</b>	1FDFE4FS3DDA9 3327	<b>09/2013</b>	<b>174,012</b>	<b>01/2022</b>
<b>4</b>	<b>2013</b>	<b>Ford E450</b>	<b>2013</b>	1FDFE4FS0DDA9 3284	<b>09/2013</b>	<b>148,290</b>	<b>01/2022</b>

## **EXHIBIT 5 - Public Participation Process**

### **Public Notice**

The Baldwin County Commission (Baldwin Regional Area Transit System) is applying to the Alabama Department of Transportation for Operational, Administration, and Capital assistance award under 49 U.S.C. Section 5311 of the Federal Transit Laws, as codified, as well as the Coronavirus Aide, Relief, and Economic Security (CARES) Act of 2020. This grant funding will provide financial assistance for public transportation service for the residents of Baldwin County.

Copies of detailed budgets and service description may be obtained via email request to [ann.simpson@baldwincountyal.gov](mailto:ann.simpson@baldwincountyal.gov) and/or at Baldwin Regional Area Transit System's (BRATS) office at 18100 County Road 54, Robertsdale, Alabama 36567.

The service is provided for general public and currently operates Monday-Friday, 6 a.m. - 5:30 p.m. All residents including wheelchair users can schedule trips using the BRATS On-Demand service or book in advance. Fares range from \$2.00 to \$10.00 for a one-way trip. No service or fare changes are planned for FY2022.

Capital funding will be used to purchase four transit vehicles with wheelchair securements.

The funds will be used as federal assistance for: Operational, Administration, and Capital expenditures.

A public hearing will be held on June 4, 2021 at 9:00 a.m. in the Baldwin County Commission BRATS Conference Room at the BRATS Office located at 18100 County Road 54, Robertsdale, Alabama 36567 for public comment. If there are questions or comments or if information is needed in another language or alternative format, contact:

Ann Simpson  
Accounting Manager  
Baldwin Regional Area Transit System  
251-972-6817 ext. 7394  
[ann.simpson@baldwincountyal.gov](mailto:ann.simpson@baldwincountyal.gov)

Baldwin Regional Area Transit System does not discriminate against any individual on the basis of race, color, or national origin.

# GULF COAST MEDIA

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

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

LEGAL REP -  
251-345-6805

## PROOF OF PUBLICATION STATE OF ALABAMA - BALDWIN COUNTY

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

05/28/2021

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

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

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

X Amber Kimbler  
Amber Kimbler, Notary Public  
Baldwin County, Alabama  
My commission expires April 10, 2022  
AMBER KIMBLER  
My Commission Expires  
April 10, 2022

Sworn and subscribed to on 05/28/2021.

BCC/BRATS-- LEGAL ACCOUNT

Acct#: 998528

Ad#: 324861

PN: FY2022 (Section 5311)

Amount of Ad: \$91.80

Legal File# (Section 5311)

### Public Notice

The Baldwin County Commission (Baldwin Regional Area Transit System) is applying to the Alabama Department of Transportation for Operational, Administration, and Capital assistance award under 49 U.S.C. Section 5311 of the Federal Transit Laws, as codified, as well as the Coronavirus Aide, Relief, and Economic Security (CARES) Act of 2020. This grant funding will provide financial assistance for public transportation service for the residents of Baldwin County.

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Capital funding will be used to purchase four transit vehicles with wheelchair securements.

The funds will be used as federal assistance for: Operational, Administration, and Capital expenditures.

A public hearing will be held on June 4, 2021 at 9:00 a.m. in the Baldwin County Commission BRATS Conference Room at the BRATS Office located at 18100 County Road 54, Robertsdale, AL 36567 for public comment. If there are questions or comments or if information is needed in another language or alternative format, contact:

Ann Simpson  
Accounting Manager  
Baldwin Regional Area  
Transit System  
251-972-6817 ext. 7394  
[ans.simpson@baldwincountyal.gov](mailto:ans.simpson@baldwincountyal.gov)

Baldwin Regional Area Transit System does not discriminate against any individual on the basis of race, color, or national origin.  
May 28, 2021



Press Register  
LEGAL AFFIDAVIT

AD#: 0009980881 Total \$95.25

State of Alabama,) ss  
County of Mobile)

Cristy Boyington 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 05/26/2021

*Cristy Boyington*  
Principal Clerk of the Publisher

Sworn to and subscribed before me this 27th day of May 2021

*Juanita DePuy*  
Notary Public



Public Notice  
The Baldwin County Commission (Baldwin Regional Area Transit System) is applying to the Alabama Department of Transportation for Operational, Administration, and Capital assistance award under 49 U.S.C. Section 5301 of the Federal Transit Laws, as codified, as well as the Coronavirus Aide, Relief, and Economic Security (CARES) Act of 2020. This grant funding will provide financial assistance for public transportation service for the residents of Baldwin County. Copies of detailed budgets, and service description may be obtained via email request to [anna.simpson@baldwincountyal.gov](mailto:anna.simpson@baldwincountyal.gov) and/or at Baldwin Regional Area Transit System's office at 18100 County Road 54, Robertsdale, AL 36567. The service is provided for general public and currently operates Monday-Friday, 6 a.m. - 5:30 p.m. All residents including wheelchair users can schedule trips using the BRATS On-Demand service or book in advance. Fares range from \$2.00 to \$10.00 for a one-way trip. No service or fare changes are planned for FY2022. Capital funding will be used to purchase four transit vehicles with wheelchair securements. The funds will be used as federal assistance for: Operational, Administration, and Capital expenditures. A public hearing will be held on June 4, 2021 at 9:00 a.m. in the Baldwin County Commission BRATS Conference Room at the BRATS Office located at 18100 County Road 54, Robertsdale, AL 36567 for public comment. If there are questions or comments or if information is needed in another language or alternative format, contact:  
Anna Simpson  
Accounting Manager  
Baldwin Regional Area Transit System  
251-972-6917 ext. 7594  
[anna.simpson@baldwincountyal.gov](mailto:anna.simpson@baldwincountyal.gov)  
Baldwin Regional Area Transit System does not discriminate against any individual on the basis of race, color, or national origin.  
PRESS REGISTER  
May 26, 2021

**Public Hearing Sign In:**

**BALDWIN COUNTY COMMISSION  
PUBLIC HEARING  
ATTENDANCE/SIGN-IN SHEET**

**PROGRAM:** BRATS FY2022 Section 5311 Application  
**DATE:** June 4, 2021  
**TIME:** 9:00 AM  
**LOCATION:** Baldwin County BRATS Conference Room  
 18100 County Road 54  
 Robertsdale, AL 36567

NAME:	PHONE NUMBER:	ADDRESS:
Kathy Weeks	972-8578	BRATS
RON STEWART	404-5564	BRATS
Melinda Wallace	228-2000	BRATS
Tiffany Givens	223-8502	BRATS
Ann Simpson	978-2714	BRATS
Luiza Wall	404-3015	BRATS

**BALDWIN COUNTY COMMISSION  
PUBLIC HEARING TRANSCRIPT**

**PROGRAM:** BRATS FY2022 Section 5311 & 5311 CARES Application

**DATE:** June 4, 2021

**TIME:** 9:00 AM

**LOCATION:** Baldwin County BRATS Conference Room  
18100 County Road 54  
Robertsdale, AL 36567

The six attendees: Mrs. Ann Simpson, Accounting Manager; Mrs. Kathy Week, Operations Manager; Mr. Ron Stewart, Fleet Manager; Mr. Lenzy Williams, Driver Supervisor; Mrs. Melinda Wallace, Billing Specialist; Mrs. Tiffany Givens, Grants Technician. No one from the public attended the hearing.



Ann Simpson  
Accounting Manager  
Baldwin County Commission BRATS



Date

## **Exhibit 6 – Complaint and Bid Protest Procedures**

### **BALDWIN REGIONAL AREA TRANSIT SYSTEM COMPLAINT POLICY AND PROCEDURES**

It is the policy of the Baldwin Regional Area Transit System to operate the public transportation program in an open and fair manner for employees, passengers, other transit providers, and the public. No employee, passenger, other transit provider, or the public will be discriminated against or suffer any reprisals from making a complaint. Complaints must be in writing and specific. Vague or general charges of unfairness that are not substantiated by facts will not be processed. When an allegation is made that a specific violation, misinterpretation, or inappropriate act has occurred the following steps should be taken to resolve the issue. Baldwin Regional Area Transit System will make every effort to resolve the complaint within fifteen business days of the date of receipt of the written complaint.

#### **Baldwin Regional Area Transit System's Employee Complaint Policy**

If an employee has an issue with another employee, passenger, or other members of the public, he or she should bring the matter to the attention of the management team by filling out a e-comment form on the team member portal, within 3 days of the occurrence. Complaints must be clearly stated with details. If the complaint involves the Manager or similar authority, the employee should address the issue with the Transit System Director. The Manager or similar authority will listen to all parties involved in the situation, investigate with outside sources if necessary, and resolve the matter within fifteen business days of the receipt of the written complaint. If the Manager or similar authority cannot resolve the matter, it will be brought to the Transit System Director for resolution. If the matter is not satisfactorily resolved at this point, the next higher authority will be consulted. If the employee does not feel the matter has been resolved at this point, the Personnel Director or similar authority should be consulted, and the matter brought before the Personnel Board or similar authority if necessary.

#### **Baldwin Regional Area Transit System's Passenger Complaint Policy**

If a passenger has issue with a Baldwin Regional Area Transit System's employee, another passenger, or other member of the public, he or she should bring the matter to the attention of the Operations Department or similar authority within 3 days of the occurrence. Complaints must be specific and in writing. If the complaint involves the Operations Department or similar authority, the passenger should address the issue with the Operations Manager of Transportation. If the complaint involves the Operations Manager of Transportation or similar authority, the passenger should address the issue with the Transit System Director. The Director or similar authority will listen to all parties involved in the situation, investigate with outside sources if necessary, and resolve the matter within fifteen business days of the receipt of the written complaint. If the matter is not satisfactorily resolved at this point, the next higher authority will be consulted. If the passenger does not feel the matter has been resolved at this point, the Baldwin Regional Area Transit System's Liaison or similar authority should be consulted, and the matter brought before the entire Baldwin County Commission if necessary.

#### **Baldwin Regional Area Transit System's Private Transit Operator Complaint Policy**

If a private transit operator has issue with Baldwin Regional Area Transit System, he or she should address the matter with the Transit System Director within 3 days of the occurrence. Complaints must be specific and in writing. The Transit System Director will investigate and resolve the matter within fifteen business days of the receipt of the written complaint. If the matter is not satisfactorily resolved at this point, the next higher authority will be consulted. If the private operator does not feel the matter has been resolved at this point, the Baldwin

Regional Area Transit System’s Liaison should be consulted, and the matter brought before the entire Baldwin County Commission if necessary.

**Baldwin Regional Area Transit System’s  
General Complaint Policy**

If a member of the public has a complaint with a Baldwin Regional Area Transit System employee, policy, or other issue, he or she should bring the matter to the attention of the Operations Department or similar authority within 3 days of the occurrence. Complaints must be specific and in writing. If the complaint involves the Operations Department or similar authority, the member of the public should address the issue with the Transit System Director. The Operations Department or similar authority will listen to all parties involved in the situation, investigate with outside sources if necessary, and resolve the matter within fifteen business days of the receipt of the written complaint. If the Operations Department or similar authority cannot resolve the matter, it will be brought to the Transit System Director for resolution. If the matter is not satisfactorily resolved at this point, the next higher authority will be consulted. If the member of the public does not feel the matter has been resolved at this point, the Baldwin Regional Area Transit System’s Liaison or similar authority should be consulted, and the matter brought before the entire Baldwin County Commission if necessary.

**ALL complaints unresolved at the local level will be submitted to the Alabama Department of Transportation for final resolution, to the attention of:**

Mr. Bradley B. Lindsey, P.E.  
State Local Transportation Engineer  
Local Transportation Bureau  
Alabama Department of Transportation  
1409 Coliseum Boulevard  
Montgomery, Alabama 36110

**Bid Protest Procedures for Baldwin County Commission  
& Baldwin Regional Area Transit System**

**Protests Pertaining to the Contract Solicitation Process or Contract Award Decision**

The following procedures and time requirements shall be applied uniformly in processing all protests. Protests may be made by active or prospective bidders whose direct economic interest would be affected by a solicitation, proposed award, or award of a contract. Protests must be submitted in writing to:

Honorable Chairman  
Baldwin County Commission  
312 Courthouse Square, Suite 12  
Bay Minette, AL 36507

Wanda Gautney, Purchasing Officer  
Baldwin County Commission  
312 Courthouse Square, Suite 15  
Bay Minette, AL 36507

State of Alabama Attorney General  
501 Washington Ave.  
Montgomery, AL 36130

BALDWIN COUNTY COMMISSION will consider all written protests made within the timelines stated in this document. Protest submissions should be concise, logically arranged, clearly state the grounds for the protest, and must include at least the following information:

1. Name, address, and telephone number of protestor.
2. Solicitation or contract name and/or number.
3. A detailed statement of the legal and factual grounds for the protest, including copies of all relevant documents or information.
4. A statement of relief requested.

Only written protests received within the timelines stated in these procedures will be considered. Upon receipt of a protest, BALDWIN COUNTY COMMISSION will notify the protestor that the protest has been received by mail within ten (10) working days. BALDWIN COUNTY COMMISSION may request additional information from the protesting party, which must be submitted in writing to BALDWIN COUNTY COMMISSION within ten (10) working days from the date of BALDWIN COUNTY COMMISSION'S request.

Within thirty (30) working days of receipt of a written protest, BALDWIN COUNTY COMMISSION shall either:

1. Issue a final written decision which responds in detail to each issue raised in the protest and includes a rationale for the decision rendered, or
2. Conduct, at BALDWIN COUNTY COMMISSION'S discretion, an informal hearing to allow the interested participating parties an opportunity to present their positions and supporting facts, documents, justification, and technical information. BALDWIN COUNTY COMMISSION will advise all interested parties of the final decision in writing no later than ten (10) working days from the date of the informal hearing.

#### **Protests before Proposal Solicitation**

Bid protests alleging restrictive specifications or improprieties, which are apparent prior to bid or proposal opening, must be submitted in writing to BALDWIN COUNTY COMMISSION and must be received at least five (5) working days prior to bid/proposal opening. Bids will not be opened until five (5) working days after resolution of the protest unless BALDWIN COUNTY COMMISSION determines that:

1. The items to be procured are urgently required;
2. Delivery or performance will be unduly delayed by failure to make award promptly; or
3. Failure to make award will otherwise cause undue harm to BALDWIN COUNTY COMMISSION.

If the written protest is not received by the time specified, bids or proposals may be received, opened and awarded in the normal manner unless BALDWIN COUNTY COMMISSION determines that it is in the best interest of all concerned to delay any step.

#### **Protests after Opening of Proposal Solicitation and Prior to Award**

Protests against the making of an award may be made after bid opening and prior to award. Such protests must be submitted in writing to BALDWIN COUNTY COMMISSION and must be received by BALDWIN COUNTY

COMMISSION within five (5) working days of the bid opening. If BALDWIN COUNTY COMMISSION decides to withhold the award pending resolution of the protest, BALDWIN COUNTY COMMISSION will notify all bidders whose bids or proposals might become eligible for award, and offer them the option to extend or withdraw the bid or proposal beyond the 120-day validity period. Awards will not be made until at least five (5) working days after resolution of the protest unless BALDWIN COUNTY COMMISSION determines that:

1. The items to be procured are urgently required;
2. Delivery or performance will be unduly delayed by failure to make award promptly; or
3. Failure to make award will otherwise cause undue harm to BALDWIN COUNTY COMMISSION or the federal government.

### **Protests after Award**

Protests received after announcement of an award or after a contract has been executed will only be considered if BALDWIN COUNTY COMMISSION determines that the matter is in the public interest or the protest presents clear and convincing evidence of fraud, misrepresentation, other illegality, or gross impropriety in the selection of a bid/proposal. If a protest is under consideration, BALDWIN COUNTY COMMISSION shall evaluate the bid/proposal at issue a second time in its entirety and use the same evaluation criteria and rating factors applied in the initial review of the bid/proposal. The bid/proposal will be evaluated by a panel designated by the BALDWIN COUNTY COMMISSION.

If a protest involving an executed contract is under consideration, BALDWIN COUNTY COMMISSION will notify the selected contractor of the protest and its basis and may, at its discretion, order the contractor to suspend all BALDWIN COUNTY COMMISSION work activities. If the awarded contractor has not executed the contract as of the date the protest is received by BALDWIN COUNTY COMMISSION, the contract will not be executed until five (5) working days after resolution of the protest unless BALDWIN COUNTY COMMISSION determines that:

1. The items to be procured are urgently required;
2. Delivery or performance will be unduly delayed by failure to make award promptly; or
3. Failure to make award will otherwise cause undue harm to BALDWIN COUNTY COMMISSION.

### **Protests Pertaining to the Funding of Unsolicited Proposals**

The submission of unsolicited proposals is inconsistent with BALDWIN COUNTY COMMISSION'S policy to promote a full and open competition among interested parties for FTA contract funds. The filing of unsolicited proposals, therefore, will be deemed inappropriate by BALDWIN COUNTY COMMISSION and returned to the sender; complaints or appeals calling for reconsideration of such proposals will not be accepted.

**ALL complaints unresolved at the local level will be submitted to the Alabama Department of Transportation for final resolution, to the attention of:**

Mr. Bradley B. Lindsey, P.E.  
State Local Transportation Engineer  
Local Transportation Bureau  
Alabama Department of Transportation  
1409 Coliseum Boulevard  
Montgomery, Alabama 36110

**Exhibit 7 - Title VI General Reporting Requirements (Civil Rights)**

All applicants must complete the following Title VI Annual Report.

**Annual Title VI Reporting Requirements for Rural and Small Urban Public Transit Providers**

**General Reporting Requirements:**

<b>Agency Name:</b>	Baldwin County Commission
<b>Title VI Coordinator:</b>	Wayne Dyess, County Administrator
<b>Mailing Address:</b>	312 Courthouse Square, Suite 12 Bay Minette, AL 36507
<b>Telephone No.:</b>	251-580-2550
<b>Email Address:</b>	Wayne.dyess@baldwincountyal.gov

1. Are new employees trained on Title VI before beginning service? If yes, how (Orientation, Newsletter, Brochures/Posters, etc.)?  
YES - Employee Orientation and Posters
2. Are current copies of the Title VI of the Civil Rights Act of 1964 available and accessible to your unit? Yes  No

**Record Keeping:**

Please respond either **yes** or **no** to the following questions:

1. Are Title VI Posters displayed in areas where services are provided? Yes  No
2. Are posters or program brochures available in languages other than English, as needed?  
Yes  No
3. Is information about Title IV disseminated to contractors, to subcontractors?  
Yes  No  How?
4. Are the Title VI rules and regulations included in your planning, scheduling, contracts, etc.?  
Yes  No
5. Are your contracts monitored for non-discrimination? Yes  No   
How? The Baldwin County Commission Purchasing Department ensures open competition and non-discrimination in procurement activities.

**Planning Boards or Commissions:**

1. Does your agency have an appointed or non-appointed board or commission? Yes  No   
Baldwin County Commission has an elected Board of Commissioners.

2. Number of minorities serving on your Commissions or Advisory board: 0

**Racial Demographics of Board Members and Gender {Number of}:**

African American Male: ___	African American Female: ___
Caucasian Male: <u>3</u>	Caucasian Female: ___
Hispanic Male: ___	Hispanic Female: ___
Native American Male: ___	Native American Female: ___
Other Male {Specify}: ___	Other Female {Specify}: <u>1</u>

**Complaints and/or Lawsuits:**

1. List of all active lawsuits and/or complaints against recipient containing the date of filing, summary of allegation(s), and pending status. No active lawsuits involving Baldwin Regional Area Transit System.
2. Description of pending applications for state assistance and assistance currently being provided from other state agencies. No pending applications or assistance involving Baldwin Regional Area Transit System.
3. Summary of any civil rights reviews conducted within the last year, that includes the purpose for the review, name of the agency or organization performing the review, findings and recommendations and status and/or disposition of finds and recommendations. None.

**Assurances:**

Signed standard DOT Title VI Assurances, including those with **ALDOT**, **FHWA** and **FTA**. – **No action is required at this time. The Assurances will be requested later if approved for funding.**

**Projects:**

If a construction project is presently proposed or to be completed within the last year, a fixed-facility analysis summarizing the effect on minority communities that includes:

- The potential impact on minority communities and businesses during and after construction.
- The potential negative environmental impact.
- Detailed list of minority owned businesses and households to be affected.
- Any significant changes or impacts on minority communities and;
- Description of measures adopted to mitigate any identified adverse social, economic, or environmental effects

**Exhibit 8 – 5311 CARES Act Funding Summary**

**Are you applying for 5311 CARES Act Funding? Select Answer below.**

**X  Yes, Continue with next question        No, Skip to Exhibit 12**

**Applicant Name: Baldwin County Commission: Baldwin Regional Area Transit System**

**Fiscal Year 2022**

**5311 CARES ACT FUNDING SUMMARY**

**(Amounts should correspond to Source Funding Sheets and Budget sheets for 5311 CARES Act Funding.) ((A. Federal Funds + B. Farebox = C. Total) & (1. Operating + 2. Capital = Row 3. Total))**

<b>Budget Category</b>	<b>A. Federal Funds</b>	<b>B. Farebox</b>	<b>C. Total</b>
1. Operating (100%)	\$1,941,097	\$137,700	\$2,078,797
2. Capital (100%)	\$ 129,191		\$ 129,191
3. Total	\$2,070,288	\$137,700	\$2,207,988

<b>Escrow Account Balance as of March 30, 2021</b>	\$187,602.27
--	--------------

*Indicate N/A if agency does have an Escrow Account.*

**EXHIBIT 9 – Section 5311 CARES Act Application Letter**

June 15, 2021

Mr. Bradley B. Lindsey, P. E.  
State Local Transportation Engineer  
Local Transportation Bureau  
Alabama Department of Transportation  
1409 Coliseum Boulevard  
Montgomery, Alabama 36110

Dear Mr. Lindsey:

FY 2022 5311 CARES ACT RURAL TRANSIT PROGRAM APPLICATION

The Baldwin County Commission is hereby applying for a **CORONAVIRUS AIDE, RELIEF, & ECONOMIC SECURITY (CARES) Act of 2020** grant under 49 USC Section 5311 *et. seq.*, to assist in the operation of the Baldwin Regional Area Transit System “BRATS” Public Transit System. The project application has been reviewed and approved by the Baldwin County Commission. The requested amount of Federal assistance is as follows:

Federal Operating Assistance:	\$1,941,097.00
Federal Capital Assistance:	\$ 129,191.00

There is no required local match under the CARES Act program. The applicant certifies that it will maintain all capital equipment acquired under the project in accordance with Federal property management standards (49 CFR part 18).

The applicant attests that all information contained within this application is true and correct and that the applicant has the legal, financial, and technical capacity to carry out the proposed project. If you have questions or need further information, please contact Baldwin Regional Area Transit System Accounting Manager, Ann Simpson, at 251-533-0599.

Respectfully,

Joe Davis, III, Chairman  
Baldwin County Commission

**EXHIBIT 10 - 5311 CARES Act Project Budget Worksheets**

<b>2022 5311 CARE ORIGINAL BUDGET</b>	
PROJECT COUNTY: BALDWIN	
PROJECT NUMBER: RPT-002	
<b>OPERATIONS</b>	
	<b>5311 (91.8%)</b>
Overtime	\$20,196.00
Longevity	\$12,118.00
Salaries	\$1,130,738.00
Retirement	\$70,254.00
Health Insurance	\$284,073.00
Life Insurance	\$1,324.00
Social Security	\$90,412.00
Workman's Compensation	\$56,470.00
Unemployment Compensation	\$1,695.00
Disability	\$1,941.00
Contracts (Salaries/Temp.)	\$35,343.00
Employee Physicals	\$1,010.00
Gas & Oil	\$304,455.00
Small Tools	\$505.00
Tires	\$20,196.00
Travel	\$0.00
Uniforms	\$5,554.00
Vehicle Repair/Maintenance	\$40,392.00
Towing	\$1,616.00
Deductions on Insurance	\$505.00
Licenses/Tags	\$0.00
<b>Operations Sub-Total</b>	<b>\$2,078,797.00</b>

<b><u>Capital</u></b>	
Vehicle Capital	\$129,191.00
Non-vehicle Capital (List in Detail)	
Support Equipment	\$0.00
Sole Source Purchases	\$0.00
<b>TOTAL</b>	<b>\$129,191.00</b>

<b>5311 CARE Source of Budget Funds Worksheet</b>	
PROJECT COUNTY: Baldwin	
PROJECT NUMBER: RPT-002	
FISCAL YEAR: 2022	
<b>OPERATING BUDGET</b>	
Total Operating	\$2,078,797.00
Less Direct Operating	
5311 Fare box:	\$137,700.00
Other Revenue:	
Net Operating Cost:	\$1,941,097.00
<b>Less Grant (&lt;=100%)</b>	<b>\$1,941,097.00</b>
<b>Total Local Share (&gt;= 0%)</b>	<b>\$0.00</b>
(Sum of 1-4 Below)	

\* An estimated \$146,660 in contract revenue and \$52,326 in advertising will be generated under the CARES Act grant transit operations. These funds will be applied against the local match of the regular 5311 grant per ALDOT's direction. Excess funds will be set aside in a non-interest bearing account for future matching funds on transit project as directed by ALDOT.

<b><u>Capital</u></b>	
Total Capital Budget:	\$129,191.00
Total Non Vehicle Capital Budget:	\$0.00
<b>TOTAL</b>	<b>\$129,191.00</b>
Less Federal Funding Share (100%):	\$129,191.00
Total Local Funding Share (0%):	\$0.00

## FY2022 5311 CARES VEHICLE REQUEST BUDGET FORM

**Applicant Name: Baldwin Regional Area Transit System**

<i>Vehicle Type Price ranges are estimates and subject to change. Prices include wheel-chair stations only. Other options are not included.</i>	<i>Designed Seating Capacity</i>	<i>Number of Wheelchair Stations Per Vehicle</i>	<i>Engine Type G-Gas or D-Diesel</i>	<i>Number of Each Type Vehicle Needed</i>	<i>Intended Use R-Replacement N-New Service E-Expansion Service</i>
Mini Van <b>\$38,500</b>	6	1 Station Available	Gas only		
Transit Van <b>\$51,493-\$64,157</b>	15	2 Stations	Gas only	1	R
Modified Van <b>\$51,493-\$64,157</b>	15		Gas only		
Cut-A-Way Chassis Bus <b>\$49,326-\$65,034</b>	17	2 Stations	Gas only	1	R
Cut-A-Way Chassis Bus <b>\$51,747-\$69,935</b>	21		Gas only		
Cut-A-Way Chassis Bus <b>\$59,516-\$71,790</b>	25		Gas only		
Cut-A-Way Chassis Bus <b>\$80,000-\$85,000</b>	25		Diesel only		
Cut-A-Way Chassis, HD <b>\$83,674-\$95,247</b>	28-30		Gas only		
Cut-A-Way Chassis, HD <b>\$91,336-\$102,890</b>	28-30		Diesel only		
<b>TOTALS</b>				<b>2</b>	\$129,191.00

**Indirect Cost Rate Proposal, *if applicable***

**Not applicable to 5311 CARES. Included in 5311 Regular Grant Below.**

## **Exhibit 11 – Authorizing Resolution (CARES Act Section 5311)**

### Resolution No. 2021-080

Resolution authorizing the filing of an application with Department of Transportation, United States of America, and the Alabama Department of Transportation for a grant under the Federal Transit Act.

**WHEREAS**, the Secretary of U.S. Department of Transportation and Director of the Alabama Department of Transportation are authorized to make grants for a public transportation program;

**WHEREAS**, the contract for financial assistance will impose certain obligations upon the Applicant, including the provision of its local share of the project costs in the program;

**WHEREAS**, it is required by the U.S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under 49 USC Section 5311 the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and other pertinent directives and the U.S. Department of Transportation requirements thereunder; and

**WHEREAS**, it is the goal of the Applicant that disadvantaged business enterprises (minority business enterprises and woman business enterprises) be utilized to the fullest extent possible in connection with this/these project(s), and that definite procedures shall be established and administered to ensure that disadvantaged business enterprises (DBEs) shall have the maximum feasible opportunity to compete for contracts and purchase orders when procuring construction contracts, supplies, equipment contracts, or consultant and other services.

#### **NOW, THEREFORE, BE IT RESOLVED BY BALDWIN COUNTY COMMISSION**

1. That Chairman is authorized to execute and file (an) application(s) on behalf of Baldwin County Commission with the Alabama Department of Transportation to aid in the financing of administration, planning, capital and/or operating assistance projects pursuant to 49 USC Section 5311, the Alabama Public Transportation Grant Program, and the Alabama Elderly and Disabled Transit Fare Assistance Program.
2. That Chairman of the Baldwin County Commission is authorized to execute and file with such applications an assurance or any other document required by the U.S. Department of Transportation and the Alabama Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.
3. That Baldwin County Commission is authorized to furnish such additional information as the U.S. Department of Transportation and the Alabama Department of Transportation may require in connection with the application for the Program of Projects submitted to FTA.
4. That Baldwin County Commission is authorized to set forth and execute affirmative disadvantaged business enterprise policies in connection with any procurements made as part of the project.
5. That Baldwin County Commission is authorized to execute grant agreements on behalf of Baldwin County Commission with the Alabama Department of Transportation for aid in the financing of the administration, planning, capital, and/or operating assistance projects.

**CERTIFICATION**

The undersigned duly qualified and acting Chairman of the Baldwin County Commission certifies that the foregoing is a true and correct copy of a resolution, adopted at a legally convened meeting of the Baldwin County Commission held on June 15, 2021.

If applicant has an official seal, impress here.

\_\_\_\_\_  
Joe Davis, III, Chairman  
Baldwin County Commission

\_\_\_\_\_  
Date

\_\_\_\_\_  
Wayne Dyess, County Administrator  
Baldwin County Administrator

\_\_\_\_\_  
Date

**Exhibit 12 – Section 5311 Funding Summary**

*Are you applying for 5311 Regular Funding? Select Answer below.*

*Yes, Continue with next question*       *No, Skip to Exhibit 17*

**Applicant Name: Baldwin County Commission Baldwin Regional Area Transit System**

**Fiscal Year 2022  
SECTION 5311 FUNDING SUMMARY**

*(Amounts should correspond to Source Funding Sheets and Budget Sheets regarding 5311 Regular Funding.) ((A. Federal Funds + B. Local Funds + C. Contract Revenue + D. Other/Advertising Revenue + E. Farebox = F. Total) & (1. Administration + 2. Capital = Row 3 Total))*

<b>Budget Category</b>	<b>A. Federal Funds</b>	<b>B. Local Funds</b>	<b>C. Contract Revenue<sup>1</sup></b>	<b>D. Other/ Advertising Revenue</b>	<b>E. Farebox</b>	<b>F. Total</b>
1. Administration (80%/20%)	\$1,383,624	\$146,920	\$146,660	\$52,326		\$1,729,530
2. Capital (Varies)	\$103,353	\$25,838	\$0	\$0		\$129,191
3. Total	\$1,486,977	\$172,758	\$146,660	\$52,326		\$1,858,721

<sup>1</sup>Contract revenue (non-DOT Federal only) may be applied to operating or administration costs as local match.

**Amounts of B. Local Funds + C. Contract Revenue + D Other/Adverting Revenue + E. Farebox equals match requirement.**

**EXHIBIT 13 – Section 5311 Application Letter**

June 15, 2021

Mr. Bradley B. Lindsey, P. E.  
State Local Transportation Engineer  
Local Transportation Bureau  
Alabama Department of Transportation  
1409 Coliseum Boulevard  
Montgomery, Alabama 36110

Dear Mr. Lindsey:

**FY-2022 SECTION 5311 (RURAL) TRANSIT PROGRAM APPLICATION**

The Baldwin County Commission is hereby applying for a Section 5311 administration, operating, capital, and planning grant under 49 USC Section 5311, to assist in the operation of the Baldwin Regional Area Transit System “BRATS” Public Transit System for the period covering October 1, 2021 to September 30, 2022. The project application has been reviewed and approved by the Baldwin County Commission. The requested amount of Federal assistance is as follows:

Federal Administration Assistance:	\$1,383,624.00
Federal Capital Assistance:	\$ 103,353.00

Local assistance in the amount of \$371,744.00 will be used as the non-federal match. The applicant attests that all information contained within this application is true and correct and that the applicant has the legal, financial, and technical capacity to carry out the proposed project. If you have questions or need further information, please contact Baldwin Regional Area Transit System Accounting Manager, Ann Simpson at 251-533-0599.

Respectfully,

Joe Davis, III, Chairman  
Baldwin County Commission

**EXHIBIT 14 – Section 5311 Project Budget Worksheets**

<b>2022 5311 REGULAR ORIGINAL BUDGET</b>	
PROJECT COUNTY: BALDWIN	
PROJECT NUMBER: RPT-002	
FISCAL YEAR: 2022	
<b>ADMINISTRATION</b>	
	<b>5311</b>
Overtime	\$7,700.00
Longevity	\$5,500.00
Salaries	\$625,994.00
Retirement	\$33,571.00
Health Insurance	\$118,747.00
Life Insurance	\$502.00
Social Security	\$42,148.00
Workman's Compensation	\$5,101.00
Unemployment Compensation	\$714.00
Disability	\$1,074.00
Contract Services	\$36,886.00
Pest Control	\$1,100.00
Drug Testing	\$2,200.00
Training	\$2,200.00
Membership Dues	\$2,860.00
Office Supplies	\$27,500.00
Copy Machine Rental	\$4,400.00
Bldg. Repair	\$13,200.00
Computer Software	\$244,351.00
Utilities	\$30,250.00
Telephones	\$46,750.00
Postage	\$880.00
Advertising	\$11,000.00
Travel	\$17,600.00
Building Insurance	\$12,100.00
Motor Vehicle Insurance	\$22,660.00
General Liability Insur.	\$46,090.00
BCC Indirect Cost	\$366,452.00
<b>Administration Sub-Total</b>	<b>\$1,729,530.00</b>



<b>5311 REGULAR Source of Budget Funds Worksheet</b>	
PROJECT COUNTY: Baldwin	
PROJECT NUMBER: RPT-002	
FISCAL YEAR: 2022	
<b>ADMINISTRATIVE BUDGET</b>	
Total Administrative	\$1,729,530.00
<b>Less 5311 Grant (&lt;=80%)</b>	<b>\$1,383,624.00</b>
<b>Total Local Cash (&gt;=20%)</b>	<b>\$345,906.00</b>
(Sum of 5-7 Below)	
5. Contract Revenue	\$146,660.00
6. Advertising	\$52,326.00
7. Local Government	\$146,920.00

<b>5311 REGULAR</b>	
<b>SOURCE OF BUDGET FUNDS- CAPITAL</b>	
PROJECT COUNTY: BALDWIN	FISCAL YEAR: 2022
PROJECT NUMBER:	
<u>Source of Budget Funds - Capital</u>	
	<b>Cost:</b>
Total Capital Costs	\$129,191.00
Less Section 5311 Grant (80%)	\$103,353.00
<b>Total Local Share (20%)</b>	<b>\$25,838.00</b>

## FY2022 5311 VEHICLE REQUEST BUDGET FORM

**Applicant Name: Baldwin Regional Area Transit System**

<i>Vehicle Type Price ranges are estimates and subject to change. Prices include wheel-chair stations only. Other options are not included.</i>	<i>Designed Seating Capacity</i>	<i>Number of Wheelchair Stations Per Vehicle</i>	<i>Engine Type G-Gas or D-Diesel</i>	<i>Number of Each Type Vehicle Needed</i>	<i>Intended Use R-Replacement N-New Service E-Expansion Service</i>
Mini Van <b>\$38,500</b>	6	1 Station Available	Gas only		
Transit Van <b>\$51,493-\$64,157</b>	15	2 Stations	Gas only	1	R
Modified Van <b>\$51,493-\$64,157</b>	15		Gas only		
Cut-A-Way Chassis Bus <b>\$49,326-\$65,034</b>	17	2 Stations	Gas only	1	R
Cut-A-Way Chassis Bus <b>\$51,747-\$69,935</b>	21		Gas only		
Cut-A-Way Chassis Bus <b>\$59,516-\$71,790</b>	25		Gas only		
Cut-A-Way Chassis Bus <b>\$80,000-\$85,000</b>	25		Diesel only		
Cut-A-Way Chassis, HD <b>\$83,674-\$95,247</b>	28-30		Gas only		
Cut-A-Way Chassis, HD <b>\$91,336-\$102,890</b>	28-30		Diesel only		
<b>TOTALS</b>				<b>2</b>	\$129,191.00

## 5311 Local Match Commitment Letter

June 15, 2021

Mr. Bradley B. Lindsey, P. E.  
State Local Transportation Engineer  
Local Transportation Bureau  
Alabama Department of Transportation  
1409 Coliseum Boulevard  
Montgomery, Alabama 36110

Subject: FY2022 Section 5311 Local Match Commitment

Dear Mr. Lindsey:

The Baldwin County Commission is applying for a Section 5311 administration/capital grant to aid in the operation of the Baldwin Regional Area Transit System, "BRATS". The administration, operating, planning, and/or capital expenses requested in this project have been reviewed and approved by the Commission of Baldwin County. We are requesting federal assistance in the amount of \$1,383,624.00 for administration assistance and \$103,353.00 for capital expenses. Local assistance in the amount of \$371,744.00 will be used as the non-federal match.

The Baldwin County Commission hereby acknowledges the local matching requirements for the referenced project and affirms assistance in the amount set forth above.

If you have any questions on this request, please contact BRATS Accounting Manager, Ann Simpson, at 251-533-0599.

Sincerely,

Joe Davis, III, Chairman  
Baldwin County Commission

**Local Match Certification**

We, the undersigned representing Baldwin County Commission, do hereby certify to the Alabama Department of Transportation that the required local funds for the Baldwin Regional Area Transit System, "BRATS" Public Transportation Program are available from the following source(s):

Transportation Escrow Acct:	\$172,758.00
Contracts:	\$146,660.00
Other/Advertising:	<u>\$ 52,326.00</u>
Total:	\$371,744.00

These funds will be available as of October 1, 2021.

\_\_\_\_\_  
Signature  
Joe Davis, III, Chairman  
Baldwin County Commission

\_\_\_\_\_  
(Date)

RESOLUTION NO. 2021-081

**"SECTION 5311 RURAL AREA PUBLIC TRANSPORTATION"**

WHEREAS, the **Baldwin County Commission** recognizes the need for a public transportation program; and

WHEREAS, the **Baldwin County Commission** is recognized as a member of the **Baldwin County Transportation Steering Committee**; and

WHEREAS, the **Baldwin County Commission** recognizes that the requirements to obtain Section 5311 funds from the Alabama Department of Transportation include a local match of 20% for administration, planning, and capital expenses; and

WHEREAS, the **Baldwin County Commission** recognizes that the local match will be a shared cost with other participating municipalities being responsible for providing an appropriate allocation of local non-federal funds to secure the operating of the Section 5311 Rural Area Public Transportation Program.

NOW, THEREFORE, BE IT RESOLVED, that the **Baldwin County Commission** hereby commits the amount of **\$371,744.00** as local non-federal match for operations, administration, planning, and capital expenditures under the Section 5311 Rural Area Public Transportation Program during Fiscal Year 2022.

Passed and adopted this the 15<sup>th</sup> day of June, 2021.

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Joe Davis, III, Chairman  
Baldwin County Commission

ATTEST:

---

Wayne Dyess, County Administrator  
Baldwin County Commission

# BRATS Indirect Cost Proposal

## Overview

BRATS Transportation is a single department within the much larger Baldwin County Commission government. As such, many administrative and overhead tasks are performed by County Departments outside of BRATS. Historically, BRATS has not accounted for these costs in reporting the actual costs of its transit operations.

The National Transit Database requires transit providers to report the real costs of its operations. In its FY19 NTD report, BRATS reported the following costs associated with its operations in addition to its normal 5311 grant billings.

Baldwin County Finance Department:	6.20% <sup>1</sup>
Baldwin County Budget Department:	6.20% <sup>1</sup>
Baldwin County Personnel Department:	6.20% <sup>1</sup>
Baldwin County IT Department:	1.24% <sup>2</sup>
Baldwin County Building Maintenance Department:	1.17% <sup>3</sup>
Baldwin County Grounds Keeping:	1.17% <sup>3</sup>
Baldwin County Highway Department (Managing Department):	11.11% <sup>4</sup>

<sup>1</sup> Calculated by dividing the total FY19 BRATS hours into the total FY19 Baldwin County Commission hours.  $71,524 / 1,152,962 = .0620$

<sup>2</sup> Calculated by dividing the total FY19 BRATS Microsoft Office licenses into the total FY19 Baldwin County Commission Microsoft Office licenses.  $13 / 1050 = .0124$

<sup>3</sup> Calculated by dividing the total FY19 square footage of BRATS buildings into the total FY19 square footage of Baldwin County Commission buildings.  $10,400 / 885,164 = .0117$

<sup>4</sup> Calculated based on BRATS as one of nine sections reporting to the County Engineer in FY19.  $1 / 9 = .1111$

## FY20 & FY21 Personnel Ratios & Costs:

BRATS desires to account for the real costs of operations in its future grant invoicing to better reflect actual numbers reported to NTD and to conform with recent guidance from ALDOT on invoicing. Because FY22 represents a future year of costs, BRATS will rely on the last available data as long as this data is expected to reasonably reflect FY22 data.

With this in mind, BRATS proposes the following calculations to account for the indirect contribution of other County Commission Departments to BRATS operations:

Baldwin County Finance Department:	5.20% <sup>1</sup>
Baldwin County Admin Department (Managing Department):	11.11% <sup>2</sup>
Baldwin County Budget/Purchasing Department:	5.20% <sup>1</sup>
Baldwin County Building Maintenance Department:	1.17% <sup>3</sup>
Baldwin County IT Department:	1.03% <sup>4</sup>
Baldwin County Personnel Department:	5.20% <sup>1</sup>
Baldwin County Grounds Keeping:	1.17% <sup>3</sup>

<sup>1</sup> Calculated by dividing the total FY20 BRATS hours into the total FY20 Baldwin County Commission hours.  $60,769 / 1,168,585 = .0520$

<sup>2</sup> Calculated based on BRATS as one of nine sections reporting to the County Administrator in FY20.  $1 / 9 = .1111$

<sup>3</sup> Calculated by dividing the total FY20 square footage of BRATS buildings into the total FY20 square footage of Baldwin County Commission buildings.  $10,400 / 885,164 = .0117$

<sup>4</sup> Calculated by dividing the total FY20 BRATS Microsoft Office licenses into the total FY20 Baldwin County Commission Microsoft Office licenses.  $11 / 1070 = .0103$

The Baldwin County Commission Budget Department provided an indirect cost calculation utilizing FY20 actual expenses from the supporting departments above. Capital project costs were excluded.

The table below shows the calculated indirect cost for each department.

FY20 BRATS NON-REAL ESTATE INDIRECT COSTS								
DEPARTMENT	SALARIES	FRINGE	CONTRACT SERVICES	UTILITIES	CASUALTY/LIABILITY COSTS	MATERIALS/SUPPLIES	BRATS %	INDIRECT COST ESTIMATE
Accounting/Finance	\$ 683,478.72	\$ 174,780.37	\$ 8,507.95	\$ -	\$ 2,407.45	\$ 141,326.87	5.20%	\$ 52,546.07
Admin	\$ 481,127.68	\$ 160,209.68	\$ 159,203.04	\$ -	\$ 100.00	\$ 147,186.15	11.11%	\$ 105,303.53
Budget/Purchasing	\$ 466,195.10	\$ 124,897.23	\$ 37,097.40	\$ -	\$ -	\$ 51,194.84	5.20%	\$ 35,328.00
Building Maintenance	\$ 766,774.65	\$ 258,252.64	\$ 3,307.50	\$ 9,747.94	\$ 4,908.17	\$ 224,701.26	1.17%	\$ 14,832.00
CIS	\$ 1,488,423.91	\$ 414,615.50	\$ 675,723.09	\$ 2,335.50	\$ 997.03	\$ 607,709.38	1.03%	\$ 32,854.99
Personnel	\$ 399,855.01	\$ 162,653.82	\$ 45,543.59	\$ -	\$ 177.87	\$ 107,617.28	5.20%	\$ 37,224.07
Parks	\$ 637,702.83	\$ 249,618.20	\$ 110,692.24	\$ 16,100.09	\$ 21,716.47	\$ 189,057.91	1.17%	\$ 14,331.19
TOTAL:								\$ 292,419.84

### Real Estate Indirect Costs:

The Baldwin County Commission donates certain real estate for BRATS use. BRATS worked under guidance from ALDOT to hire a professional appraiser to complete rent analyses of the non-federal portion of the subject properties.

Appraised Annual Market Rental Value:

Fairhope Hub (ground lease only):	\$53,900
Robertsdale Hub (ground lease only):	\$9,380
Foley Hub:	\$3,668
Bay Minette Hub:	\$7,084
TOTAL:	\$74,032

### Indirect Cost Calculation:

Utilizing FY20 actual data, the indirect administrative support provided by other Baldwin County Commission departments for BRATS totaled \$366,451.84.

## **EXHIBIT 15 - Cost Allocation and Vehicle Depreciation Schedule**

Cost Allocation Matrix not required for FY2022 applications.

Fiscal Year:		22					
Document Name:		Vehicle Depreciation Schedule					
Transit System:		BRATS					
Count	Vehicle Description	Aggregate Cost of Vehicle	Mileage	Seating Capacity	Useful Life Years	Single Year Value	
1	2016 V	\$ 53,925.00	70,529	10	5	\$ -	
2	2017 CCB	\$ 57,216.40	112,874	18	5	\$ 11,443.28	
3	DODGE CARAVAN M	\$ 36,506.00	84,707	7	5	\$ 7,301.20	
4	2016 CCB	\$ 57,216.00	137,192	18	5	\$ -	
5	2017 CCB	\$ 57,216.40	90,342	18	5	\$ 11,443.28	
6	2016 CCB	\$ 57,216.00	121,941	18	5	\$ -	
7	2016 CCB	\$ 57,216.00	126,353	18	5	\$ -	
8	2016 CCB	\$ 57,216.00	124,143	18	5	\$ -	
9	2015 V	\$ 53,302.00	74,096	10	5	\$ -	
10	2012 CCB	\$ 76,928.00	153,239	28	7	\$ 10,989.71	
11	2017 CCB	\$ 57,216.40	92,572	18	5	\$ 11,443.28	
12	2007 V	\$ 42,416.00	156,575	11	5	\$ -	
13	2016 CCB	\$ 83,333.00	67,307	28	7	\$ 11,904.71	
14	2007 V	\$ 42,416.00	134,329	11	5	\$ -	
15	2014 V	\$ 52,632.00	89,558	11	5	\$ -	
16	2017 CCB	\$ 57,216.40	106,758	18	5	\$ 11,443.28	
17	2016 CCB	\$ 88,321.00	89,476	28	7	\$ 12,617.29	
18	2017 CCB	\$ 58,744.40	75,496	18	5	\$ 11,748.88	
19	2017 CCB	\$ 57,216.40	110,754	18	5	\$ 11,443.28	
20	2016 CCB	\$ 83,333.00	121,691	28	7	\$ 11,904.71	
21	2017 CCB	\$ 57,216.40	101,936	18	5	\$ 11,443.28	
22	2016 CCB	\$ 89,936.50	60,408	30	7	\$ 12,848.07	
23	2016 CCB	\$ 89,936.50	55,396	30	7	\$ 12,848.07	
24	2017 CCB	\$ 58,774.40	70,922	18	5	\$ 11,754.88	
25	2013 CCB	\$ 56,094.58	174,012	18	5	\$ -	
26	2013 CCB	\$ 56,094.58	159,327	18	5	\$ -	
27	2013 CCB	\$ 56,094.58	148,290	18	5	\$ -	
28	2013 CCB	\$ 56,094.58	162,187	18	5	\$ -	
29	2015 CCB	\$ 83,333.00	109,365	28	7	\$ 11,904.71	
30	2015 CCB	\$ 88,321.00	109,371	28	7	\$ 12,617.29	
31	2015 CCB	\$ 88,321.00	109,750	28	7	\$ 12,617.29	
32	2017 CCB	\$ 57,216.40	95,684	18	5	\$ 11,443.28	
33	2017 CCB	\$ 58,774.40	57,191	18	5	\$ 11,754.88	
34	2017 V	\$ 55,921.00	50,788	10	5	\$ 11,184.20	
35	2015 CBB	\$ 56,594.58	124,739	18	5	\$ -	
36	2017 V	\$ 55,921.00	44,823	10	5	\$ 11,184.20	
37	2015 CCB	\$ 56,594.58	140,764	18	5	\$ -	
38	2015 CCB	\$ 56,594.58	155,082	18	5	\$ -	
39	2017 CCB	\$ 58,774.40	72,911	18	5	\$ 11,754.88	
40	2018 CCB	\$ 58,774.40	59,332	18	5	\$ 11,754.88	
41	2018 CCB	\$ 58,774.40	73,858	18	5	\$ 11,754.88	
42	2018 CCB	\$ 58,774.40	72,804	18	5	\$ 11,754.88	
43	2018 CCB	\$ 58,774.40	64,264	18	5	\$ 11,754.88	
44	2019 V	\$ 56,959.00	28,000	10	5	\$ 11,391.80	
45	2019 V	\$ 56,959.00	31,997	10	5	\$ 11,391.80	
46	CHEVY UPLANDER M	\$ 34,039.00	105,560	5	5	\$ 6,807.80	

## **Exhibit 16 – Section 5311 Authorizing Resolution**

### Resolution No. 2021-082

Resolution authorizing the filing of an application with Department of Transportation, United States of America, and the Alabama Department of Transportation for a grant under the Federal Transit Act.

**WHEREAS**, the Secretary of U.S. Department of Transportation and Director of the Alabama Department of Transportation are authorized to make grants for a public transportation program;

**WHEREAS**, the contract for financial assistance will impose certain obligations upon the Applicant, including the provision of its local share of the project costs in the program;

**WHEREAS**, it is required by the U.S. Department of Transportation in accord with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under 49 USC Section 5311 the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and other pertinent directives and the U.S. Department of Transportation requirements thereunder; and

**WHEREAS**, it is the goal of the Applicant that disadvantaged business enterprises (minority business enterprises and woman business enterprises) be utilized to the fullest extent possible in connection with this/these project(s), and that definite procedures shall be established and administered to ensure that disadvantaged business enterprises (DBEs) shall have the maximum feasible opportunity to compete for contracts and purchase orders when procuring construction contracts, supplies, equipment contracts, or consultant and other services.

**NOW, THEREFORE, BE IT RESOLVED BY BALDWIN COUNTY COMMISSION**

1. That Chairman is authorized to execute and file (an) application(s) on behalf of Baldwin County Commission with the Alabama Department of Transportation to aid in the financing of administration, planning, capital and/or operating assistance projects pursuant to 49 USC Section 5311, the Alabama Public Transportation Grant Program, and the Alabama Elderly and Disabled Transit Fare Assistance Program.
2. That Chairman of the Baldwin County Commission is authorized to execute and file with such applications an assurance or any other document required by the U.S. Department of Transportation and the Alabama Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.
3. That Chairman of the Baldwin County Commission is authorized to furnish such additional information as the U.S. Department of Transportation and the Alabama Department of Transportation may require in connection with the application for the Program of Projects submitted to FTA.
4. That Chairman of the Baldwin County Commission] is authorized to set forth and execute affirmative disadvantaged business enterprise policies in connection with any procurements made as part of the project.
5. That Chairman of the Baldwin County Commission is authorized to execute grant agreements on behalf of Baldwin County Commission with the Alabama Department of Transportation for aid in the financing of the administration, planning, capital, and/or operating assistance projects.

**CERTIFICATION**

The undersigned duly qualified and acting Chairman of the Baldwin County Commission certifies that the foregoing is a true and correct copy of a resolution, adopted at a legally convened meeting of the Baldwin County Commission held on June 15, 2021.

If applicant has an official seal, impress here.

\_\_\_\_\_  
Joe Davis, III, Chairman  
Baldwin County Commission

\_\_\_\_\_  
Date

\_\_\_\_\_  
Wayne Dyess, County Administrator  
Baldwin County Administrator

\_\_\_\_\_  
Date



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0926, **Version:** 1

**Item #:** BE1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/15/2021

**Item Status:** New

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

**Submitted by:** Loren Lucas, Assistant Purchasing Director

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### **ITEM TITLE**

Competitive Bid #WG21-26 - Plumbing System Upgrades in the Baldwin County Courthouse Located in Bay Minette, Alabama, for the Baldwin County Commission

### **STAFF RECOMMENDATION**

**Reject** the bid received for Plumbing System Upgrades in the Baldwin County Courthouse located in Bay Minette, Alabama, because the amount bid exceeded the anticipated cost for this project and staff will request permission to re-bid the project at a later date.

### **BACKGROUND INFORMATION**

#### **Previous Commission action/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:** Bids were opened in the Purchasing Conference Room on May 25, 2021, at 1:30 P.M. One (1) bid was received. Staff recommendation is to reject the bid because the bid amount exceeded the anticipated cost. The Purchasing Director will request permission to re-bid the project at a later date in order to obtain more competitive pricing.

### **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:** 06/15/2021

**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 #:** 21-0949, **Version:** 1

**Item #:** BE2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/15/2021

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director

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

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### **ITEM TITLE**

Competitive Bid #WG21-28 - Provision of Regular Unleaded Gasoline and No. 2 Diesel Fuel for the Baldwin County Commission

### **STAFF RECOMMENDATION**

**Reject** all the bids received for the Provision of Regular Unleaded Gasoline and No. 2 Diesel Fuel and allow staff to utilize the SAPA (South Alabama Purchasing Association) Bid to purchase the fuel from Davison Oil Company, Inc., per the attached Award Listing. (Expiration date of SAPA Bid is July 31, 2022).

### **BACKGROUND INFORMATION**

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

05/04/2021 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Regular Unleaded Gasoline and No. 2 Diesel Fuel; 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 2, 2021, at 1:30 p.m. Three (3) bids were received. Staff is requesting that Commission reject all the bids received on June 2nd and allow staff to utilize the SAPA (South Alabama Purchasing Association) Bid to purchase the fuel from Davison Oil Company, Inc., for the next twelve (12) months. Davison Oil Co., Inc., is a local vendor located in Mobile, AL., as per the attached Award Listing from for Davison Oil Co., Inc. The SAPA Fuel Bid will expire July 31, 2022. The Bid Tabulation is available upon request for the bid opening held on June 2, 2021.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** Estimated \$1,600,000.00 per year.

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

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**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:** 06/15/2021

**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

**COUNTY OF BALDWIN  
COUNTY OF MOBILE  
STATE OF ALABAMA**

**FUEL DISPENSING, PERROLEUM PRODUCTS AND MANAGEMENT SERVICES”**

This Agreement is by and between the South Alabama Purchasing Association, a purchasing cooperative in Mobile and Baldwin Counties, Alabama, known as SAPA, and Davison Fuels & Oil, (hereinafter the “Vendor”) following the Vendor’s low bid in its response to an Invitation to Bid on Requisition No. 2019-03 which was opened on July 31, 2019 at 11:00 am, local time. The program reflected the following:

**Attachment A**

**Fuel Program Cost**

**\*NOTE: Vendor shall quote on all fuel cost with Margin over OPIS as outlined under Roman numeral I, and Roman numeral III.**

<b>Product</b>	<b>Misc. Information</b>	<b>Amount of Fuel UNDER 7,000 gals</b>	<b>Amount of Fuel OVER 7,000 gals</b>
<b>Regular Unleaded Gasoline (87-88 Octane)</b>		<b>\$0.1337</b>	<b>\$0.0837</b>
<b>Regular Unleaded Gasoline 87+ with with ValvTect® Marine Grade Additive or Equivalent</b>		<b>0.1647</b>	<b>0.1147</b>
<b>Unleaded Plus Gasoline (89-90 Octane)</b>		<b>0.1337</b>	<b>0.0837</b>
<b>Premium Unleaded Gasoline (91 and above octane)</b>		<b>0.1337</b>	<b>0.0837</b>
<b>Number 2 Diesel Fuel</b>		<b>0.1337</b>	<b>0.0837</b>
<b>Number 2 Diesel Fuel with Blue Blood DEF (Diesel Exhaust Fluid)</b>		<b>0.1337</b>	<b>0.0837</b>
<b>Off-road Diesel Fuel</b>		<b>0.1337</b>	<b>0.0837</b>
<b>Gasoline, Non-Ethanol</b>		<b>0.1337</b>	<b>0.0837</b>
<b>Gasoline (may contain no more than 10% Ethanol)</b>		<b>0.1337</b>	<b>0.0837</b>



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0934, **Version:** 1

**Item #:** BE3

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/15/2021

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director/Terri Graham, Development and Environmental Director/Edward Fox, Deputy Development and Environmental Director

**Submitted by:** Loren Lucas, Assistant Purchasing Director

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### **ITEM TITLE**

Competitive Bid #WG21-29 - Provision of Aftermarket Heavy Duty Truck Parts for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Award the bid for the Provision of Aftermarket Heavy Duty Truck Parts for the Baldwin County Commission to **FleetPride, Inc.**, as per the attached Award Listing.

### **BACKGROUND INFORMATION**

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

05/04/2021 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Aftermarket Heavy Duty Truck Parts 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 was advertised.

**Background:** Bids were opened in the Purchasing Conference Room on June 1, 2021, at 1:30 p.m. Four (4) bids were received. Staff recommends the Commission award the bid for the Provision of Aftermarket Heavy Duty Truck Parts for the Baldwin County Commission to the bidder who provided the lowest bidder, FleetPride, Inc., who bid the lowest "Cost +" amount 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 County 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: 06/15/2021

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 #WG21-29 AWARD LISTING**

Provision of Aftermarket Heavy Duty Truck Parts

Effective June 15, 2021 through June 15, 2022

<b>BIDDER: FleetPride, Inc.</b>				
<b>AMOUNT BID:</b>		<b>COST + <u>10%</u></b>		
<b>TARGET LIST</b>				
DESCRIPTION	RECOMMENDED MFR/ITEM #	MFR/ITEM # BEING BID	U/M	UNIT PRICE
Air Tanks	Federal Hose / DRC601-4 Drain Cock 1/4	DRC601-4	EACH	\$2.80
Brake Drum	Webb OTR1601B	OTR1601B	EACH	\$81.25
Spring Brake	Ranger Brake OTR3030SB	OTR3030SB2	EACH	\$26.75
Brake Shore	Meritor SDA4707Q	KIT-OTR-4707Q-GRN	EACH	\$28.20
Hood Straps	Doorman HUN66D638	WJ208	EACH	\$3.75
Wiper Blades	ANCO 91-16	RX30116 (Rain X)	EACH	\$2.10
Hub Cap Plug	Prima PL5990	PL5990	EACH	\$0.25
Pigtail RT Angle S/T/T 3 Wire 3 Prong	Primatronics PT4993	PT4993P	EACH	\$0.50
Clamp 3-3/4 to 4-5/8 Constant Torque	Federal Hose CT450LSS	CT450LSS	EACH	\$2.50
Filter	Baldwin BD7154	BD7154	EACH	\$23.65
Filter	Baldwin BF7587	BF7587	EACH	\$7.65
Filter	Baldwin BW5071	BW5071	EACH	\$6.00
6" Convex Mirror w/Bracket	Primatronics PTM9206	PTM9206	EACH	\$3.86
4" Oval Flashing LED Kit	Federal Signal 607101-02	607101-02SB	EACH	\$48.15
Clearance Marker Lamp	Truck Lite 30200R	PT3000R (OTR)	EACH	\$0.69
Rotating Bar Pin End Bushing	Hendrickson 34013-188L	34013-188L	EACH	\$97.20
Grit Guard Hub Seal Set Drive Axle	Stemco 392-9131	392-9131	EACH	\$32.25
Heavy Duty Anti-Spray Flap	Global Tech GT-2430HD	GT-2430HD	EACH	\$7.50
<b>BID BOND:</b>	Yes			
<b>EXCEPTIONS:</b>	None			

**COMPETITIVE BID #WG21-29 BID TABULATION**  
**Provision of Aftermarket Heavy Duty Truck Parts**

<b>BIDDER: FleetPride, Inc.</b>				
<b>AMOUNT BID:</b>		<b>COST + 10%</b>		
<b>TARGET LIST</b>				
DESCRIPTION	RECOMMENDED MFR/ITEM #	MFR/ITEM # BEING BID	U/M	UNIT PRICE
Air Tanks	Federal Hose / DRC601-4 Drain Cock 1/4	DRC601-4	EACH	\$2.80
Brake Drum	Webb OTR1601B	OTR1601B	EACH	\$81.25
Spring Brake	Ranger Brake OTR3030SB	OTR3030SB2	EACH	\$26.75
Brake Shore	Meritor SDA4707Q	KIT-OTR-4707Q-GRN	EACH	\$28.20
Hood Straps	Doorman HUN66D638	WJ208	EACH	\$3.75
Wiper Blades	ANCO 91-16	RX30116 (Rain X)	EACH	\$2.10
Hub Cap Plug	Prima PL5990	PL5990	EACH	\$0.25
Pigtail RT Angle S/T/T 3 Wire 3 Prong	Primatronics PT4993	PT4993P	EACH	\$0.50
Clamp 3-3/4 to 4-5/8 Constant Torque	Federal Hose CT450LSS	CT450LSS	EACH	\$2.50
Filter	Baldwin BD7154	BD7154	EACH	\$23.65
Filter	Baldwin BF7587	BF7587	EACH	\$7.65
Filter	Baldwin BW5071	BW5071	EACH	\$6.00
6" Convex Mirror w/Bracket	Primatronics PTM9206	PTM9206	EACH	\$3.86
4" Oval Flashing LED Kit	Federal Signal 607101-02	607101-02SB	EACH	\$48.15
Clearance Marker Lamp	Truck Lite 30200R	PT3000R (OTR)	EACH	\$0.69
Rotating Bar Pin End Bushing	Hendrickson 34013-188L	34013-188L	EACH	\$97.20
Grit Guard Hub Seal Set Drive Axle	Stemco 392-9131	392-9131	EACH	\$32.25
Heavy Duty Anti-Spray Flap	Global Tech GT-2430HD	GT-2430HD	EACH	\$7.50
<b>BID BOND:</b>	Yes			
<b>EXCEPTIONS:</b>	None			

<b>BIDDER: Thompson Tractor Co., Inc.</b>				
<b>AMOUNT BID:</b>		<b>COST + 15%</b>		
<b>TARGET LIST</b>				
DESCRIPTION	RECOMMENDED MFR/ITEM #	MFR/ITEM # BEING BID	U/M	UNIT PRICE
Air Tanks	Federal Hose / DRC601-4 Drain Cock 1/4	Automann 177.4008-755	EACH	\$5.82
Brake Drum	Webb OTR1601B	WEBB 56864B-705	EACH	\$87.84
Spring Brake	Ranger Brake OTR3030SB	World America WA3030T-727	EACH	\$26.35
Brake Shore	Meritor SDA4707Q	Meritor MRK4707QH23s-711	EACH	\$31.76
Hood Straps	Doorman HUN66D638	Automann HLK1007-755	EACH	\$4.45
Wiper Blades	ANCO 91-16	Trico 30-160-703	EACH	\$2.19
Hub Cap Plug	Prima PL5990	World America WA14-5054-727	EACH	\$0.55
Pigtail RT Angle S/T/T 3 Wire 3 Prong	Primatronics PT4993	Automann 571.PT113-755	EACH	\$0.67
Clamp 3-3/4 to 4-5/8 Constant Torque	Federal Hose CT450LSS	Automann 561.25450-755	EACH	\$2.64
Filter	Baldwin BD7154	Donaldson P559000-035	EACH	\$27.1035
Filter	Baldwin BF7587	Donaldson P551311-035	EACH	\$8.6535
Filter	Baldwin BW5071	Donaldson P552071-035	EACH	\$6.9255
6" Convex Mirror w/Bracket	Primatronics PTM9206	Automann 563.9002-755	EACH	\$5.51
4" Oval Flashing LED Kit	Federal Signal 607101-02	ECCO 3965AA-745	EACH	\$35.73
Clearance Marker Lamp	Truck Lite 30200R	GROTE 571.LG30R-755	EACH	\$0.75
Rotating Bar Pin End Bushing	Hendrickson 34013-188L	EUCLID E14725-711	EACH	\$127.88
Grit Guard Hub Seal Set Drive Axle	Stemco 392-9131	Stemco 392-9131-746	EACH	\$31.12
Heavy Duty Anti-Spray Flap	Global Tech GT-2430HD	Automann 562.112430-755	EACH	\$10.02
<b>BID BOND:</b>	Yes			
<b>EXCEPTIONS:</b>	Parts Warranty Statement: All parts are covered for 1 year from date of purchase against defects in workmanship and material from the manufacturer. Labor is not included, parts only.			

<b>BIDDER: Capital Volvo Truck &amp; Trailer</b>				
<b>AMOUNT BID:</b>		<b>COST + 12%</b>		
<b>TARGET LIST</b>				
DESCRIPTION	RECOMMENDED MFR/ITEM #	MFR/ITEM # BEING BID	U/M	UNIT PRICE
Air Tanks	Federal Hose / DRC601-4 Drain Cock 1/4	Velvac VEL036003	EACH	\$9.42
Brake Drum	Webb OTR1601B	WEBB WEB56864B	EACH	\$84.77
Spring Brake	Ranger Brake OTR3030SB	TRP 0B3030	EACH	\$30.00
Brake Shore	Meritor SDA4707Q	Marathon SB4707QDNA23	EACH	\$29.89
Hood Straps	Doorman HUN66D638	Buyers Products WJ208	EACH	\$12.95
Wiper Blades	ANCO 91-16	Amco/Trico AN09116	EACH	\$6.82
Hub Cap Plug	Prima PL5990	Stemco STM359-5990	EACH	\$2.87
Pigtail RT Angle S/T/T 3 Wire 3 Prong	Primatronics PT4993	Trucklite TL94993-3	EACH	\$1.75
Clamp 3-3/4 to 4-5/8 Constant Torque	Federal Hose CT450LSS	Automann AM561.25450	EACH	\$4.00
Filter	Baldwin BD7154	Fleetguard LF14000NN	EACH	\$41.66
Filter	Baldwin BF7587	Fleetguard FF5319	EACH	\$13.49
Filter	Baldwin BW5071	Fleetguard WF2071	EACH	\$10.95
6" Convex Mirror w/Bracket	Primatronics PTM9206	Automann AM563.9002	EACH	\$8.87
4" Oval Flashing LED Kit	Federal Signal 607101-02	Grote GR0G6003	EACH	\$24.12
Clearance Marker Lamp	Truck Lite 30200R	Trucklite TL30200R	EACH	\$1.89
Rotating Bar Pin End Bushing	Hendrickson 34013-188L	Automann AMBP199HE	EACH	\$147.89
Grit Guard Hub Seal Set Drive Axle	Stemco 392-9131	Stemco STM392-9131	EACH	\$36.00
Heavy Duty Anti-Spray Flap	Global Tech GT-2430HD	Globetech MU24X30BL	EACH	\$6.00
<b>BID BOND:</b>	Yes			
<b>EXCEPTIONS:</b>	None			

<b>BIDDER: Kenworth of Mobile, Inc.</b>				
<b>AMOUNT BID:</b>		<b>COST + NO BID</b>		
<b>TARGET LIST</b>				
DESCRIPTION	RECOMMENDED MFR/ITEM #	MFR/ITEM # BEING BID	U/M	UNIT PRICE
Air Tanks	Federal Hose / DRC601-4 Drain Cock 1/4	VL22531	EACH	\$13.77
Brake Drum	Webb OTR1601B	DB1657B	EACH	\$73.84
Spring Brake	Ranger Brake OTR3030SB	SB3030CC	EACH	\$36.88
Brake Shore	Meritor SDA4707Q	RK4707QLH23M	EACH	\$24.57
Hood Straps	Doorman HUN66D638	NO BID	EACH	NO BID
Wiper Blades	ANCO 91-16	97-16	EACH	\$5.09
Hub Cap Plug	Prima PL5990	HP4009	EACH	\$2.04
Pigtail RT Angle S/T/T 3 Wire 3 Prong	Primatronics PT4993	LL091810	EACH	\$1.01
Clamp 3-3/4 to 4-5/8 Constant Torque	Federal Hose CT450LSS	CT450LTRP	EACH	\$6.06
Filter	Baldwin BD7154	P559000	EACH	\$34.60
Filter	Baldwin BF7587	P551311	EACH	\$11.04
Filter	Baldwin BW5071	P552071	EACH	\$8.84
6" Convex Mirror w/Bracket	Primatronics PTM9206	SA6S	EACH	\$7.52
4" Oval Flashing LED Kit	Federal Signal 607101-02	607101-02SBTTC	EACH	\$61.09
Clearance Marker Lamp	Truck Lite 30200R	LB045302	EACH	\$1.01
Rotating Bar Pin End Bushing	Hendrickson 34013-188L	34013-188L	EACH	\$139.82
Grit Guard Hub Seal Set Drive Axle	Stemco 392-9131	392-9131	EACH	\$35.45
Heavy Duty Anti-Spray Flap	Global Tech GT-2430HD	APS30	EACH	\$17.05
<b>BID BOND:</b>	Yes			
<b>EXCEPTIONS:</b>	Did not provide a "Cost +" bid amount as was required in the bid specifications.			



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0924, **Version:** 1

**Item #:** BE4

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/15/2021

**Item Status:** New

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

**Submitted by:** Loren Lucas, Assistant Purchasing Director

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### ITEM TITLE

Competitive Bid #WG21-30 - Provision of Finished Road Signs for the Baldwin County Commission

### STAFF RECOMMENDATION

Award the bid to the lowest responsible bidder, **Vulcan, Inc.**, for the Provision of Finished Road Signs as per the attached Award Listing.

### BACKGROUND INFORMATION

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

05/04/2021 meeting: 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 was advertised.

**Background:** Bids were opened in the Purchasing Conference Room on May 23, 2021, at 1:30 p.m. Two (2) bids were received. One (1) bid was received from an out-of-state company that is not registered with the Alabama Secretary of State as a Foreign Corporation to do business in Alabama. Staff recommends the Commission award the bid for the Provision of Finished Road Signs to the lowest responsible bidder, Vulcan, Inc., 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 Highway Budgets

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

N/A

**LEGAL IMPACT**

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

N/A

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 06/15/2021

**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 #WG21-30 - AWARD LISTING**

**Provision of Finished Road Signs**

**Effective Dates: 06/15/2021 - 06/15/2022**

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	28.53
			TYPE VIII	35.99
			TYPE IX	35.99
			TYPE XI	37.31
S2	Stop Sign, R1-1, 36" x 36"	Each - Price per Complete Sign	TYPE IV	41.05
			TYPE VIII	51.79
			TYPE IX	51.79
			TYPE XI	53.67
S3	Stop Sign, R1-1, 48" x 48"	Each - Price per Complete Sign	TYPE III	63.91
			TYPE IV	72.65
			TYPE VIII	91.75
			TYPE IX	91.75
S4	Advance Traffic Control Sign, W3-1, W3-2, W3-3, 30" x 30"	Each - Price per Complete Sign	TYPE IV	31.28
			TYPE VIII	38.75
			TYPE IX	38.75
			TYPE XI	40.05
S5	Advance Traffic Control Sign, W3-1, W3-2, W3-3, 36" x 36"	Each - Price per Complete Sign	TYPE IV	44.36
			TYPE VIII	55.11
			TYPE IX	55.11
			TYPE XI	57.00
S6	Advance Traffic Control Sign, W3-1, W3-2, W3-3, 48" x 48"	Each - Price per Complete Sign	TYPE IV	77.27
			TYPE VIII	96.77
			TYPE IX	96.77
			TYPE XI	100.15
S7	Yield, R1-2, 30" x 30" x 30"	Each - Price per Complete Sign	TYPE IV	15.44
			TYPE VIII	19.20
			TYPE IX	19.20
			TYPE XI	19.85
S8	Yield, R1-2, 36" x 36" x 36"	Each - Price per Complete Sign	TYPE IV	21.85
			TYPE VIII	26.49
			TYPE IX	26.49
			TYPE XI	27.32
S9	Yield, R1-2, 48" x 48" x 48"	Each - Price per Complete Sign	TYPE IV	40.81
			TYPE VIII	50.63
			TYPE IX	50.63
			TYPE XI	52.35
S10	Highway-Rail Grade Crossing W10-1, 36" Dia	Each - Price per Complete Sign	TYPE IV	39.13
			TYPE VIII	49.87
			TYPE IX	49.87
			TYPE XI	51.76
S11	Highway-Rail Grade Crossing W10-1, 30" Dia	Each - Price per Complete Sign	TYPE IV	28.16
			TYPE VIII	35.61
			TYPE IX	35.61
			TYPE XI	36.92

**COMPETITIVE BID #WG21-30 - AWARD LISTING**

**Provision of Finished Road Signs**

**Effective Dates: 06/15/2021 - 06/15/2022**

BIDDER:			Vulcan, Inc.			
S12	County Route Sign (M1-6) with County Name and Border; MUTCD Chapter 2D	Each - Price per Complete Sign	TYPE IV	25.05		
			TYPE VIII	28.72		
			TYPE IX	28.72		
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	25.05		
			TYPE VIII	28.72		
			TYPE IX	28.72		
S14	School Advanced Warning S1-1, 30" x 30"	Each - Price per Complete Sign	TYPE IV	27.96		
			TYPE VIII	35.41		
			TYPE IX	35.41		
			TYPE XI	36.73		
			Fluorescent Y-G	36.73		
S15	School Advanced Warning S1-1, 36" x 36"	Each - Price per Complete Sign	TYPE IV	40.28		
			TYPE VIII	51.01		
			TYPE IX	51.01		
			TYPE XI	52.91		
			Fluorescent Y-G	52.91		
S16	ROW sign, white background with black letters, no border 6" X 12"	Each - Price per Complete Sign	TYPE II	3.28		
			TYPE III	3.63		
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	45.88	38.08	38.08
			TYPE VIII	57.35	47.60	47.60
			TYPE IX	57.35	47.60	47.60
S18	All regulatory signs (except R12-5 below), MUTCD Chapters 2B & 5B	Price per Square Foot	TYPE IV	5.73	4.76	4.76
			TYPE VIII	7.17	5.95	5.95
			TYPE IX	7.17	5.95	5.95
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	7.61	6.32	6.32
			TYPE VIII	9.05	7.51	7.51
			TYPE IX	9.05	7.51	7.51
			TYPE XI Fluorescent Y-G	9.30	7.72	7.72
S20	All construction warning signs, MUTCD Chapters 6F & 5G	Price per Square Foot	TYPE IV	5.73	4.76	4.76
			TYPE VIII	7.17	5.96	5.96
			TYPE IX	7.17	5.96	5.96
			TYPE XI Fluorescent	7.42	6.16	6.16
S21	All school signs, MUTCD Chapter 7B (except S1-1 listed above)	Price per Square Foot	TYPE IV	5.73	4.76	4.76
			TYPE VIII	7.17	5.96	5.96
			TYPE IX	7.17	5.96	5.96
			TYPE XI Fluorescent Y-G	7.42	6.16	6.16
S22	All grade crossing signs, MUTCD Chapter 8B (Except W10-1 listed above)	Price per Square Foot	TYPE IV	5.73	4.76	4.76
			TYPE VIII	7.17	5.96	5.96
			TYPE IX	7.17	5.96	5.96
S23	All Guide signs, MUTCD Chapters 2D & 5D	Price per Square Foot	TYPE IV	7.71	6.40	6.40
			TYPE VIII	8.76	7.27	7.27
			TYPE IX	8.76	7.27	7.27
S24	Hazard Board, yellow and black, 48"x24"	Price per Square Foot	TYPE IV	5.73	4.76	4.76
			TYPE VIII	7.17	5.96	5.96
			TYPE IX	7.17	5.96	5.96

**COMPETITIVE BID #WG21-30 - AWARD LISTING**

**Provision of Finished Road Signs**

**Effective Dates: 06/15/2021 - 06/15/2022**

BIDDER:			Vulcan, Inc.			
S25	Flat Blade Street Name Signs with green or blue sheeting <b>ON BOTH SIDES</b> , street name, white 8" uppercase w/ 6" lowercase letters on <b>BOTH</b> sides, 0.100" thick, 12" wide, various lengths to be specified at time of order.	Price per Square Foot per Sign	TYPE IV	13.51	11.21	11.21
			TYPE VIII	15.52	12.88	12.88
			TYPE IX	15.52	12.88	12.88
S26	Flat Blade Street Name Signs with green or blue sheeting on BOTH sides, street name, white 12" uppercase w/ 9" lowercase letters <b>ON BOTH SIDES</b> , 0.100" thick, 18" wide, various lengths to be specified at time of order.	Price per Square Foot per Sign	TYPE IV	13.51	11.21	11.21
			TYPE VIII	15.52	12.88	12.88
			TYPE IX	15.52	12.88	12.88
S27	Flat Blade Overhead Street Name Signs with green or blue sheeting <b>ON BOTH SIDES</b> , no message, 0.100" thick, 12" wide, various lengths to be specified at time of order	Price per Square Foot per Sign	TYPE IV	9.77	8.11	8.11
			TYPE VIII	13.02	10.81	10.81
			TYPE IX	13.02	10.81	10.81
S28	Flat Blade Street Name Signs with green or blue sheeting <b>ON BOTH SIDES</b> , no message, 0.100" thick, 12" wide, various lengths to be specified at time of order	Price per Square Foot per Sign	TYPE IV	9.77	8.11	8.11
			TYPE VIII	13.02	10.81	10.81
			TYPE IX	13.02	10.81	10.81
S29	Extruded Blade Street name signs with green or blue sheeting <b>ON BOTH SIDES</b> , street name, white 6" uppercase w/ 4.5" lowercase letters <b>ON BOTH SIDES</b> , 0.100" thick, 9" wide, various lengths to be specified at time of order.	Price per Square Foot	TYPE IV	18.71	15.53	15.53
			TYPE VIII	21.12	17.53	17.53
			TYPE IX	21.12	17.53	17.53
S30	Extruded Blade Street name signs with green or blue sheeting <b>ON BOTH SIDES</b> , no message, 0.080" thick, 9" wide, various lengths to be specified at time of order.	Price per Square Foot	TYPE IV	13.39	11.11	11.11
			TYPE VIII	17.06	14.16	14.16
			TYPE IX	17.06	14.16	14.16
S31	Extruded Blade Street name signs with green or blue 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 IV	9.35	7.76	7.76
			TYPE VIII	11.81	9.8	9.8
			TYPE IX	11.81	9.80	9.80
S32	Extruded Blade 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	18.71	15.53	15.53
			TYPE VIII	21.12	17.53	17.53
			TYPE IX	21.12	17.53	17.53
S33	Street name sign with green or blue sheeting <b>ON BOTH SIDES</b> , no message, 0.100" thick, 9" wide, various lengths to be specified at time of order	Price per Square Foot	TYPE IV	8.67	7.20	7.20
			TYPE VIII	12.07	9.90	9.90
			TYPE IX	12.07	9.90	9.90
S34	Street name signs with green or blue sheeting <b>ON BOTH SIDES</b> , street name, white 6" uppercase w/ 4.5" lowercase letters <b>ON BOTH SIDES</b> , 0.100" thick, 9" wide, various lengths to be specified at time of order.	Price per Square Foot	TYPE IV	13.51	11.21	11.21
			TYPE VIII	15.52	12.88	12.88
			TYPE IX	15.52	12.88	12.88
S35	Street name signs with green or blue 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 IV	8.67	7.20	7.20
			TYPE VIII	12.07	9.90	9.90
			TYPE IX	12.07	9.90	9.90

**COMPETITIVE BID #WG21-30 - AWARD LISTING**

**Provision of Finished Road Signs**

**Effective Dates: 06/15/2021 - 06/15/2022**

BIDDER:			Vulcan, Inc.			
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	13.39	11.11	11.11
			TYPE VIII	17.06	14.16	14.16
			TYPE IX	17.06	14.16	14.16
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	22.00	17.60	17.60	
S38	Sign Post - Galvanized - 2.0 lb./Ft. - 10 FT. "U" Channel	Each	27.50	22.00	22.00	
S39	Sign Post - Galvanizzed - 2.0 lb./Ft. - 12 FT. "U" Channel	Each	33.00	26.40	26.40	
S40	Sign Post - Galvanizzed - 2.0 lb./Ft. - 14 FT. "U" Channel	Each	38.50	30.80	30.80	
S41	Sign Post - Galvanized - 3.0 lb./FT - 10 FT "U" Channel	Each	41.88	33.50	33.50	
S42	Sign Post - Galvanized - 3.0 lb./FT - 12 FT "U" Channel	Each	50.25	40.20	40.20	
S43	Sign Post - Galvanized - 3.0 lb./FT - 14 FT "U" Channel	Each	58.63	46.90	46.90	
S44	Sign Post - Galvanized - 2" x 2" - 10 FT, Square Tube	Each	46.25	37.00	37.00	
S45	Sign Post - Galvanized - 2" x 2" - 12 FT, Square Tube	Each	55.50	44.40	44.40	
S46	Sign Post - Galvanized - 2" x 2" - 14 FT, Square Tube	Each	64.75	51.80	51.80	
S47	Sign Post - Galvanized - 2 1/4 x 2 1/4 - 10 FT, Square Tube	Each	68.63	54.90	54.90	
S48	Sign Post - Galvanized - 2 1/4 x 2 1/4 - 12 FT, Square Tube	Each	82.35	65.88	65.88	
S49	Sign Post - Galvanized - 2 1/4 x 2 1/4 - 14 FT, Square Tube	Each	96.08	76.86	76.86	
S50	Sign Post - Galvanized - 2 1/2 x 2 1/2 - 10 FT, Square Tube	Each	76.00	60.80	60.80	
S51	Sign Post - Galvanized - 2 1/2 x 2 1/2 - 12 FT, Square Tube	Each	97.20	72.96	72.96	
S52	Sign Post - Galvanized - 2 1/2 x 2 1/2 - 14 FT, Square Tube	Each	106.40	85.12	85.12	
S53	Delineator Green Painted Post - 1.12 lb./Ft. - 6Ft.	Each	8.66	6.93	6.93	
S54	Delineator Galvanized Post - 1.12 lb./Ft. - 6 Ft.	Each	10.13	8.10	8.10	
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	3.95	3.95		
S56	For extruded blade 5 1/2" blade holder used for round Post, supplied with set screws	Each	3.95	3.95		
S57	For extruded blade 5 1/2" blade holder with 90 degree cross used for any cap, supplied with set screws	Each	3.95	3.95		
S58	For Flat or Extruded Blades 12" U-channel Cap with adjustable blade holder, supplied with set screws	Each	9.55	9.55		
S59	For Flat or Extruded Blades 12" Cross with adjustable blade holder, supplied with set screws	Each	9.55	9.55		
S60	5/16" x 3/4" Vandal Proff button head bolt with 5/32" pinned allen head socket	Each	0.25	0.25		

**COMPETITIVE BID #WG21-30 - AWARD LISTING**

**Provision of Finished Road Signs**

**Effective Dates: 06/15/2021 - 06/15/2022**

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	40.07	33.26	33.26
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	49.53	41.11	41.11
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	46.45	38.55	38.55
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	60.00	
			TYPE III	87.75	
			TYPE IV	87.75	
S65	Sheeting, 9"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II	90.00	
			TYPE III	131.63	
			TYPE IV	131.63	
S66	Sheeting, 12"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II	120.00	
			TYPE III	175.00	
			TYPE IV	175.00	
S67	Sheeting, 18"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II	180.00	
			TYPE III	263.25	
			TYPE IV	263.25	
S68	Sheeting, 24"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II	240.00	
			TYPE III	351.00	
			TYPE IV	351.00	
S69	Sheeting, 30"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II	300.00	
			TYPE III	438.75	
			TYPE IV	438.75	
S70	Sheeting, 36"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II	360.00	
			TYPE III	526.50	
			TYPE IV	526.50	
S71	Sheeting, 48"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II	480.00	
			TYPE III	702.00	
			TYPE IV	702.00	

**COMPETITIVE BID #WG21-30 - AWARD LISTING**

**Provision of Finished Road Signs**

**Effective Dates: 06/15/2021 - 06/15/2022**

BIDDER:			Vulcan, Inc.			
S72	Sheeting, roll on 3" diameter core, pressure sensitive, Fluorescent Yellow-Green	PER ROLL	24" x 50 Yard	645.00		
			30" x 50 Yard	806.25		
			36" x 50 Yard	967.50		
			48" x 50 Yard	1,290.00		
S73	Sheeting, roll on 3" diameter core, pressure sensitive, Fluorescent Yellow	PER ROLL	24" x 50 Yard	645.00		
			30" x 50 Yard	806.25		
			36" x 50 Yard	967.50		
			48" x 50 Yard	1,290.00		
S74	Sheeting, roll on 3" diameter core, pressure sensitive, Fluorescent Orange	PER ROLL	24" x 50 Yard	645.00		
			30" x 50 Yard	806.25		
			36" x 50 Yard	967.50		
			48" x 50 Yard	1,290.00		
S75	Low Tack Application Tape 6"x100 yard roll	PER ROLL	N/A	67.50		
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.	2.98	2.98	2.98	
S77	Aluminum Rectangular, 0.080 Gage	Sq. Ft.	2.98	2.98	2.98	
S78	Aluminum Circle, 0.080 Gage	Sq. Ft.	2.98	2.98	2.98	
S79	Aluminum Octagon, 0.080 Gage	Sq. Ft.	2.98	2.98	2.98	
S80	Sign (M1-6) Blanks; MUTCD Chapter 2D; 0.080 gage	Sq. Ft.	2.98	2.98	2.98	
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	11.52	9.56	9.56
			TYPE VIII	20.34	16.88	16.88
			TYPE IX	20.34	16.88	16.88
			TYPE XI	21.92	18.19	18.19
S82	Stop Sign Face, R1-1, 36" x 36"	Each - Price per Face	TYPE IV	16.57	13.77	13.77
			TYPE VIII	29.28	24.30	24.30
			TYPE IX	29.28	24.30	24.30
			TYPE XI	31.55	26.19	26.19
S83	Stop Sign Face, R1-1, 48" x 48"	Each - Price per Face	TYPE IV	29.25	24.48	24.48
			TYPE VIII	52.05	43.20	43.20
			TYPE IX	52.05	43.20	43.20
			TYPE XI	56.10	46.56	46.56
S84	Advance Traffic Control Sign Face, W3-1, W3-2, W3-3, 30" x 30"	Each - Price per Face	TYPE IV	12.72	10.56	10.56
			TYPE VIII	21.39	17.75	17.75
			TYPE IX	21.39	17.75	17.75
			TYPE XI	23.19	19.25	19.25
S85	Advance Traffic Control Sign Face, W3-1, W3-2, W3-3, 36" x 36"	Each - Price per Face	TYPE IV	18.33	15.21	15.21
			TYPE VIII	30.80	25.56	25.56
			TYPE IX	30.80	25.56	25.56
			TYPE XI	33.40	27.72	27.72

**COMPETITIVE BID #WG21-30 - AWARD LISTING**

**Provision of Finished Road Signs**

**Effective Dates: 06/15/2021 - 06/15/2022**

BIDDER:			Vulcan, Inc.			
S86	Advance Traffic Control Sign Face, W3-1, W3-2, W3-3, 48" x 48"	Each - Price per Face	TYPE IV	29.49	24.48	24.48
			TYPE VIII	54.75	45.44	45.44
			TYPE IX	54.75	45.44	45.44
			TYPE XI	59.37	49.28	49.28
S87	Yield Sign Face, R1-2, 30"x30"x30"	Each - Price per Face	TYPE IV	7.04	5.84	5.84
			TYPE VIII	11.82	9.81	9.81
			TYPE IX	11.82	9.81	9.81
			TYPE XI	12.73	10.57	10.57
S88	Yield Sign Face, R1-2, 36"x36" x36"	Each - Price per Face	TYPE IV	9.23	7.66	7.66
			TYPE VIII	16.37	13.59	13.59
			TYPE IX	16.37	13.59	13.59
			TYPE XI	17.63	14.63	14.63
S89	Yield Sign Face, R1-2, 48"x48"x48"	Each - Price per Face	TYPE IV	17.63	14.63	14.63
			TYPE VIII	31.24	25.93	25.93
			TYPE IX	31.24	25.93	25.93
			TYPE XI	33.65	27.93	27.93
S90	Highway-Rail Grade Crossing Sign Face W10-1, 36" Dia	Each - Price per Face	TYPE IV	17.80	13.77	13.77
			TYPE VIII	29.28	24.30	24.30
			TYPE IX	29.28	24.30	24.30
			TYPE XI	33.40	27.72	27.72
S91	Highway-Rail Grade Crossing Sign Face W10-1, 30" Dia	Each - Price per Face	TYPE IV	11.52	9.56	9.56
			TYPE VIII	20.34	16.88	16.88
			TYPE IX	20.34	16.88	16.88
			TYPE XI	21.92	18.19	18.19
S92	School Advanced Warning Sign Face S1-1, 30" x 30"	Each - Price per Face	TYPE IV	11.52	9.56	9.56
			TYPE VIII	20.34	16.88	16.88
			TYPE IX	20.34	16.88	16.88
			TYPE XI	21.92	18.19	18.19
			Fluorescent Y-G	21.92	18.19	18.19
S93	School Advanced Warning Sign Face S1-1, 36" x 36"	Each - Price per Face	TYPE IV	17.80	13.77	13.77
			TYPE VIII	29.28	24.30	24.30
			TYPE IX	29.28	24.30	24.30
			TYPE XI	33.40	27.72	27.72
			Fluorescent Y-G	33.40	27.72	27.72
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	1.84	1.53	1.53
			TYPE VIII	3.25	2.70	2.70
			TYPE IX	3.25	2.70	2.70
S95	All warning signs, MUTCD Chapters 2C & 5C	Price per Face Square Foot	TYPE IV	1.84	1.53	1.53
			TYPE VIII	3.25	2.70	2.70
			TYPE IX	3.25	2.70	2.70
S96	All construction warning signs, MUTCD Chapters 6F & 5G	Price per Face Square Foot	TYPE IV	1.84	1.53	1.53
			TYPE VIII	3.25	2.70	2.70
			TYPE IX	3.25	2.70	2.70
			Fluorescent	3.25	2.70	2.70

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**Provision of Finished Road Signs**

**Effective Dates: 06/15/2021 - 06/15/2022**

BIDDER:				Vulcan, Inc.		
S97	All school signs, MUTCD Chapter 7B (except S1-1 listed above)	Price per Face Square Foot	TYPE IV	1.84	1.53	1.53
			TYPE VIII	3.25	2.70	2.70
			TYPE IX	3.25	2.70	2.70
			Fluorescent Y-G	3.25	2.70	2.70
S98	All grade crossing signs, MUTCD Chapter 8B (Except W10-1 listed above)	Price per Face Square Foot	TYPE IV	1.84	1.53	1.53
			TYPE VIII	3.25	2.70	2.70
			TYPE IX	3.25	2.70	2.70
S99	All Guide signs, MUTCD Chapters 2D & 5D	Price per Face Square Foot	TYPE IV	4.54	3.77	3.77
			TYPE VIII	5.49	4.56	4.56
			TYPE IX	5.49	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	4.54	3.77	3.77
			TYPE VIII	5.49	4.56	4.56
			TYPE IX	5.49	4.56	4.56
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	4.54	3.77	3.77
			TYPE VIII	5.49	4.56	4.56
			TYPE IX	5.49	4.56	4.56
S102	Hazard Board, yellow and black, 48"x24"	Price per Face Square Foot	TYPE IV	1.84	1.53	1.53
			TYPE VIII	3.25	2.70	2.70
			TYPE IX	3.25	2.70	2.70
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	<b>2 Inch</b> Cut Letters and Numbers	Pack of 25	Black	6.95	7.15	No Bid
S104	<b>3 Inch</b> Cut Letters and Numbers	Pack of 25	Black	8.96	9.15	No Bid
S105	<b>5 Inch</b> Cut Letters and Numbers	Pack of 25	Black	14.75	15.10	15.85
S106	<b>8 Inch</b> Cut Letters and Numbers	Pack of 25	Black	24.10	25.10	25.10
S107	<b>2 inch White Reflective</b> Cut Letters and Numbers	Pack of 25	TYPE II	5.95	6.15	No Bid
			TYPE III	6.85	8.75	No Bid
			TYPE IV	6.85	8.75	No Bid
S108	<b>3 Inch White Reflective</b> Cut Letters and Numbers	Pack of 25	TYPE II	9.15	9.35	No Bid
			TYPE III	9.15	10.95	No Bid
			TYPE IV	9.15	10.95	No Bid
S109	<b>4.5 Inch White Reflective</b> Cut Letters and Numbers	Pack of 25	TYPE II	10.50	11.55	No Bid
			TYPE III	12.15	12.15	No Bid
			TYPE IV	12.15	12.15	No Bid
S110	<b>5 Inch White Reflective</b> Cut Letters and Numbers	Pack of 25	TYPE II	15.55	16.75	21.10
			TYPE III	16.75	17.55	21.10
			TYPE IV	16.75	17.55	21.10
S111	<b>6 Inch White Reflective</b> Cut Letters and Numbers	Pack of 25	TYPE II	20.55	21.55	23.91
			TYPE III	19.10	21.10	24.10
			TYPE IV	19.10	21.10	24.10
S112	<b>8 Inch White Reflective</b> Cut Letters and Numbers	Pack of 25	TYPE II	27.10	30.10	31.10
			TYPE III	29.10	31.10	32.35
			TYPE IV	29.10	31.10	32.35

**COMPETITIVE BID #WG21-30 - AWARD LISTING**

**Provision of Finished Road Signs**

**Effective Dates: 06/15/2021 - 06/15/2022**

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	61.43	61.43	61.43

**NOTE: Quantity pricing, if applicable, will only apply to individual orders of identical signs, blanks, faces, posts, etc.**

**EXCEPTIONS**

NONE

**BID NOTES**

30-45 Days Lead Time ARO

**COMPETITIVE BID #WG21-30 - BID TABULATION**

**Provision of Finished Road Signs**

BIDDER:				Vulcan, Inc.	Newman Signs
ITEM NO	SIGNS COMPLETE - DESCRIPTION	Unit	SHEET GRADE (ALDOT)	Unit Price per Sign	Unit Price per Sign
S1	Stop Sign, R1-1, 30" x 30"	Each - Price per Complete Sign	TYPE IV	28.53	32.13
			TYPE VIII	35.99	41.73
			TYPE IX	35.99	41.73
			TYPE XI	37.31	43.23
S2	Stop Sign, R1-1, 36" x 36"	Each - Price per Complete Sign	TYPE IV	41.05	46.27
			TYPE VIII	51.79	60.09
			TYPE IX	51.79	60.09
			TYPE XI	53.67	62.25
S3	Stop Sign, R1-1, 48" x 48"	Each - Price per Complete Sign	TYPE III	63.91	82.25
			TYPE IV	72.65	82.25
			TYPE VIII	91.75	106.83
			TYPE IX	91.75	106.83
			TYPE XI	95.12	110.67
S4	Advance Traffic Control Sign, W3-1, W3-2, W3-3, 30" x 30"	Each - Price per Complete Sign	TYPE IV	31.28	32.13
			TYPE VIII	38.75	41.73
			TYPE IX	38.75	41.73
			TYPE XI	40.05	43.23
S5	Advance Traffic Control Sign, W3-1, W3-2, W3-3, 36" x 36"	Each - Price per Complete Sign	TYPE IV	44.36	46.27
			TYPE VIII	55.11	60.09
			TYPE IX	55.11	60.09
			TYPE XI	57.00	62.25
S6	Advance Traffic Control Sign, W3-1, W3-2, W3-3, 48" x 48"	Each - Price per Complete Sign	TYPE IV	77.27	82.25
			TYPE VIII	96.77	106.83
			TYPE IX	96.77	106.83
			TYPE XI	100.15	110.67
S7	Yield, R1-2, 30" x 30" x 30"	Each - Price per Complete Sign	TYPE IV	15.44	16.07
			TYPE VIII	19.20	20.87
			TYPE IX	19.20	20.87
			TYPE XI	19.85	21.62
S8	Yield, R1-2, 36" x 36" x 36"	Each - Price per Complete Sign	TYPE IV	21.85	23.13
			TYPE VIII	26.49	30.05
			TYPE IX	26.49	30.05
			TYPE XI	27.32	31.13
S9	Yield, R1-2, 48" x 48" x 48"	Each - Price per Complete Sign	TYPE IV	40.81	41.13
			TYPE VIII	50.63	53.41
			TYPE IX	50.63	53.41
			TYPE XI	52.35	55.33
S10	Highway-Rail Grade Crossing W10-1, 36" Dia	Each - Price per Complete Sign	TYPE IV	39.13	46.27
			TYPE VIII	49.87	60.09
			TYPE IX	49.87	60.09
			TYPE XI	51.76	62.25
S11	Highway-Rail Grade Crossing W10-1, 30" Dia	Each - Price per Complete Sign	TYPE IV	28.16	32.13
			TYPE VIII	35.61	41.73
			TYPE IX	35.61	41.73
			TYPE XI	36.92	43.23
S12	County Route Sign (M1-6) with County Name and Border; MUTCD Chapter 2D	Each - Price per Complete Sign	TYPE IV	25.05	24.53
			TYPE VIII	28.72	30.68
			TYPE IX	28.72	31.64
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	25.05	24.53
			TYPE VIII	28.72	30.68
			TYPE IX	28.72	31.64

**COMPETITIVE BID #WG21-30 - BID TABULATION**

**Provision of Finished Road Signs**

BIDDER:			Vulcan, Inc.			Newman Signs			
S14	School Advanced Warning S1-1, 30" x 30"	Each - Price per Complete Sign	TYPE IV	27.96	32.13				
			TYPE VIII	35.41	41.73				
			TYPE IX	35.41	41.73				
			TYPE XI	36.73	43.23				
			Fluorescent Y-G	36.73	43.23				
S15	School Advanced Warning S1-1, 36" x 36"	Each - Price per Complete Sign	TYPE IV	40.28	46.27				
			TYPE VIII	51.01	60.09				
			TYPE IX	51.01	60.09				
			TYPE XI	52.91	62.25				
			Fluorescent Y-G	52.91	62.25				
S16	ROW sign, white background with black letters, no border 6" X 12"	Each - Price per Complete Sign	TYPE II	3.28	2.57				
			TYPE III	3.63	2.57				
ITEM NO	SIGNS DESCRIPTION	Unit	SHEET GRADE (ALDOT)	Unit Price per Sign			Unit Price per Sign		
				QUANTITIES 1-10	QUANTITIES 11-25	QUANTITIES 26+	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	45.88	38.08	38.08	41.13	41.13	41.13
			TYPE VIII	57.35	47.60	47.60	61.35	61.35	61.35
			TYPE IX	57.35	47.60	47.60	63.27	63.27	63.27
S18	All regulatory signs (except R12-5 below), MUTCD Chapters 2B & 5B	Price per Square Foot	TYPE IV	5.73	4.76	4.76	No Bid	No Bid	No Bid
			TYPE VIII	7.17	5.95	5.95	5.14	5.14	5.14
			TYPE IX	7.17	5.95	5.95	6.92	6.92	6.92
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	7.61	6.32	6.32	No Bid	No Bid	No Bid
			TYPE VIII	9.05	7.51	7.51	5.14	5.14	5.14
			TYPE IX	9.05	7.51	7.51	6.92	6.92	6.92
			TYPE XI Fluorescent Y-G	9.30	7.72	7.72	6.92	6.92	6.92
S20	All construction warning signs, MUTCD Chapters 6F & 5G	Price per Square Foot	TYPE IV	5.73	4.76	4.76	5.14	5.14	5.14
			TYPE VIII	7.17	5.96	5.96	6.68	6.68	6.68
			TYPE IX	7.17	5.96	5.96	6.68	6.68	6.68
			TYPE XI Fluorescent	7.42	6.16	6.16	6.92	6.92	6.92
S21	All school signs, MUTCD Chapter 7B (except S1-1 listed above)	Price per Square Foot	TYPE IV	5.73	4.76	4.76	5.14	5.14	5.14
			TYPE VIII	7.17	5.96	5.96	6.68	6.68	6.68
			TYPE IX	7.17	5.96	5.96	6.68	6.68	6.68
			TYPE XI Fluorescent Y-G	7.42	6.16	6.16	6.92	6.92	6.92
S22	All grade crossing signs, MUTCD Chapter 8B (Except W10-1 listed above)	Price per Square Foot	TYPE IV	5.73	4.76	4.76	6.13	6.13	6.13
			TYPE VIII	7.17	5.96	5.96	7.67	7.67	7.67
			TYPE IX	7.17	5.96	5.96	7.67	7.67	7.67
S23	All Guide signs, MUTCD Chapters 2D & 5D	Price per Square Foot	TYPE IV	7.71	6.40	6.40	6.13	6.13	6.13
			TYPE VIII	8.76	7.27	7.27	7.67	7.67	7.67
			TYPE IX	8.76	7.27	7.27	7.67	7.67	7.67
S24	Hazard Board, yellow and black, 48"x24"	Price per Square Foot	TYPE IV	5.73	4.76	4.76	6.13	6.13	6.13
			TYPE VIII	7.17	5.96	5.96	7.67	7.67	7.67
			TYPE IX	7.17	5.96	5.96	7.67	7.67	7.67
S25	Flat Blade Street Name Signs with green or blue sheeting <b>ON BOTH SIDES</b> , street name, white 8" uppercase w/ 6" lowercase letters on <b>BOTH</b> sides, 0.100" thick, 12" wide, various lengths to be specified at time of order.	Price per Square Foot per Sign	TYPE IV	13.51	11.21	11.21	9.41	9.41	9.41
			TYPE VIII	15.52	12.88	12.88	12.48	12.48	12.48
			TYPE IX	15.52	12.88	12.88	12.48	12.48	12.48
S26	Flat Blade Street Name Signs with green or blue sheeting on <b>BOTH</b> sides, street name, white 12" uppercase w/ 9" lowercase letters <b>ON BOTH SIDES</b> , 0.100" thick, 18" wide, various lengths to be specified at time of order.	Price per Square Foot per Sign	TYPE IV	13.51	11.21	11.21	9.41	9.41	9.41
			TYPE VIII	15.52	12.88	12.88	12.48	12.48	12.48
			TYPE IX	15.52	12.88	12.88	12.48	12.48	12.48

**COMPETITIVE BID #WG21-30 - BID TABULATION**

**Provision of Finished Road Signs**

BIDDER:			Vulcan, Inc.			Newman Signs			
S27	Flat Blade Overhead Street Name Signs with green or blue sheeting <b>ON BOTH SIDES</b> , no message, 0.100" thick, 12" wide, various lengths to be specified at time of order	Price per Square Foot per Sign	TYPE IV	9.77	8.11	8.11	9.41	9.41	9.41
			TYPE VIII	13.02	10.81	10.81	12.48	12.48	12.48
			TYPE IX	13.02	10.81	10.81	12.48	12.48	12.48
S28	Flat Blade Street Name Signs with green or blue sheeting <b>ON BOTH SIDES</b> , no message, 0.100" thick, 12" wide, various lengths to be specified at time of order	Price per Square Foot per Sign	TYPE IV	9.77	8.11	8.11	9.41	9.41	9.41
			TYPE VIII	13.02	10.81	10.81	12.48	12.48	12.48
			TYPE IX	13.02	10.81	10.81	12.48	12.48	12.48
S29	Extruded Blade Street name signs with green or blue sheeting <b>ON BOTH SIDES</b> , street name, white 6" uppercase w/ 4.5" lowercase letters <b>ON BOTH SIDES</b> , 0.100" thick, 9" wide, various lengths to be specified at time of order.	Price per Square Foot	TYPE IV	18.71	15.53	15.53	13.71	13.71	13.71
			TYPE VIII	21.12	17.53	17.53	16.78	16.78	16.78
			TYPE IX	21.12	17.53	17.53	16.78	16.78	16.78
S30	Extruded Blade Street name signs with green or blue sheeting <b>ON BOTH SIDES</b> , no message, 0.080" thick, 9" wide, various lengths to be specified at time of order.	Price per Square Foot	TYPE IV	13.39	11.11	11.11	13.71	13.71	13.71
			TYPE VIII	17.06	14.16	14.16	16.78	16.78	16.78
			TYPE IX	17.06	14.16	14.16	16.78	16.78	16.78
S31	Extruded Blade Street name signs with green or blue 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 IV	9.35	7.76	7.76	13.71	13.71	13.71
			TYPE VIII	11.81	9.8	9.8	16.78	16.78	16.78
			TYPE IX	11.81	9.80	9.80	16.78	16.78	16.78
S32	Extruded Blade 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	18.71	15.53	15.53	13.71	13.71	13.71
			TYPE VIII	21.12	17.53	17.53	16.78	16.78	16.78
			TYPE IX	21.12	17.53	17.53	16.78	16.78	16.78
S33	Street name sign with green or blue sheeting <b>ON BOTH SIDES</b> , no message, 0.100" thick, 9" wide, various lengths to be specified at time of order	Price per Square Foot	TYPE IV	8.67	7.20	7.20	9.41	9.41	9.41
			TYPE VIII	12.07	9.90	9.90	12.48	12.48	12.48
			TYPE IX	12.07	9.90	9.90	12.48	12.48	12.48
S34	Street name signs with green or blue sheeting <b>ON BOTH SIDES</b> , street name, white 6" uppercase w/ 4.5" lowercase letters <b>ON BOTH SIDES</b> , 0.100" thick, 9" wide, various lengths to be specified at time of order.	Price per Square Foot	TYPE IV	13.51	11.21	11.21	9.41	9.41	9.41
			TYPE VIII	15.52	12.88	12.88	12.48	12.48	12.48
			TYPE IX	15.52	12.88	12.88	12.48	12.48	12.48
S35	Street name signs with green or blue 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 IV	8.67	7.20	7.20	9.41	9.41	9.41
			TYPE VIII	12.07	9.90	9.90	12.48	12.48	12.48
			TYPE IX	12.07	9.90	9.90	12.48	12.48	12.48
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	13.39	11.11	11.11	9.41	9.41	9.41
			TYPE VIII	17.06	14.16	14.16	12.48	12.48	12.48
			TYPE IX	17.06	14.16	14.16	12.48	12.48	12.48
ITEM NO	SIGN POST	UNIT	PRICE EACH POST			PRICE EACH POST			
			(50 POSTS)	(orders of 100, 150, OR 200 POSTS)	( 250, 250+ increments of 50)	(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	22.00	17.60	17.60	23.66	23.66	23.66	
S38	Sign Post - Galvanized - 2.0 lb./Ft. - 10 FT. "U" Channel	Each	27.50	22.00	22.00	29.58	29.58	29.58	
S39	Sign Post - Galvanized - 2.0 lb./Ft. - 12 FT. "U" Channel	Each	33.00	26.40	26.40	35.49	35.49	35.49	
S40	Sign Post - Galvanized - 2.0 lb./Ft. - 14 FT. "U" Channel	Each	38.50	30.80	30.80	41.41	41.41	41.41	
S41	Sign Post - Galvanized - 3.0 lb./FT - 10 FT "U" Channel	Each	41.88	33.50	33.50	44.37	44.37	44.37	

**COMPETITIVE BID #WG21-30 - BID TABULATION**

**Provision of Finished Road Signs**

BIDDER:			Vulcan, Inc.			Newman Signs		
S42	Sign Post - Galvanized - 3.0 lb./FT - 12 FT "U" Channel	Each	50.25	40.20	40.20	53.23	53.23	53.23
S43	Sign Post - Galvanized - 3.0 lb./FT - 14 FT "U" Channel	Each	58.63	46.90	46.90	62.11	62.11	62.11
S44	Sign Post - Galvanized - 2" x 2" - 10 FT, Square Tube	Each	46.25	37.00	37.00	60.37	60.37	60.37
S45	Sign Post - Galvanized - 2" x 2" - 12 FT, Square Tube	Each	55.50	44.40	44.40	72.45	72.45	72.45
S46	Sign Post - Galvanized - 2" x 2" - 14 FT, Square Tube	Each	64.75	51.80	51.80	84.51	84.51	84.51
S47	Sign Post - Galvanized - 2 1/4 x 2 1/4 - 10 FT, Square Tube	Each	68.63	54.90	54.90	67.41	67.41	67.41
S48	Sign Post - Galvanized - 2 1/4 x 2 1/4 - 12 FT, Square Tube	Each	82.35	65.88	65.88	80.90	80.90	80.90
S49	Sign Post - Galvanized - 2 1/4 x 2 1/4 - 14 FT, Square Tube	Each	96.08	76.86	76.86	48.59	48.59	48.59
S50	Sign Post - Galvanized - 2 1/2 x 2 1/2 - 10 FT, Square Tube	Each	76.00	60.80	60.80	74.62	74.62	74.62
S51	Sign Post - Galvanized - 2 1/2 x 2 1/2 - 12 FT, Square Tube	Each	97.20	72.96	72.96	89.55	89.55	89.55
S52	Sign Post - Galvanized - 2 1/2 x 2 1/2 - 14 FT, Square Tube	Each	106.40	85.12	85.12	104.48	104.48	104.48
S53	Delineator Green Painted Post - 1.12 lb./Ft. - 6Ft.	Each	8.66	6.93	6.93	7.74	7.74	7.74
S54	Delineator Galvanized Post - 1.12 lb./Ft. - 6 Ft.	Each	10.13	8.10	8.10	10.45	10.45	10.45
ITEM NO	STREET NAME MOUNTING BRACKETS	UNIT	PRICE EACH BRACKET (50 each order)	PRICE EACH BRACKET (100 each order)		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	3.95	3.95		3.70	3.70	
S56	For extruded blade 5 1/2" blade holder used for round Post, supplied with set screws	Each	3.95	3.95		2.46	2.46	
S57	For extruded blade 5 1/2" blade holder with 90 degree cross used for any cap, supplied with set screws	Each	3.95	3.95		2.24	2.24	
S58	For Flat or Extruded Blades 12" U-channel Cap with adjustable blade holder, supplied with set screws	Each	9.55	9.55		8.10	8.10	
S59	For Flat or Extruded Blades 12" Cross with adjustable blade holder, supplied with set screws	Each	9.55	9.55		7.43	7.43	
S60	5/16" x 3/4" Vandal Proff button head bolt with 5/32" pinned allen head socket	Each	0.25	0.25		0.23	0.23	
ITEM NO	Hand-Signaling Devices	Unit	Unit Price per Sign			Unit Price per Sign		
			QUANTITIES 1-10	QUANTITIES 11-25	QUANTITIES 26+	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	40.07	33.26	33.26	56.25	56.25	56.25
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	49.53	41.11	41.11	68.75	68.75	68.75
ITEM NO	CHEVRON SIGN MOUNTING BRACKETS	UNIT	Unit Price per Bracket			Unit Price per Bracket		
			QUANTITIES 1-25	QUANTITIES 26-50	QUANTITIES 51+	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	46.45	38.55	38.55	54.15	54.15	54.15

**COMPETITIVE BID #WG21-30 - BID TABULATION**

**Provision of Finished Road Signs**

BIDDER:				Vulcan, Inc.			Newman Signs		
ITEM NO	ROLL GOODS	UNIT	SHEET GRADE (ALDOT)	PRICE PER ROLL			PRICE PER ROLL		
S64	Sheeting, 6"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II	60.00			69.30		
			TYPE III	87.75			69.30		
			TYPE IV	87.75			69.30		
S65	Sheeting, 9"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II	90.00			103.95		
			TYPE III	131.63			103.95		
			TYPE IV	131.63			103.95		
S66	Sheeting, 12"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II	120.00			138.60		
			TYPE III	175.00			138.60		
			TYPE IV	175.00			138.60		
S67	Sheeting, 18"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II	180.00			207.90		
			TYPE III	263.25			207.92		
			TYPE IV	263.25			207.90		
S68	Sheeting, 24"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II	240.00			277.20		
			TYPE III	351.00			277.20		
			TYPE IV	351.00			277.20		
S69	Sheeting, 30"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II	300.00			346.50		
			TYPE III	438.75			346.50		
			TYPE IV	438.75			346.50		
S70	Sheeting, 36"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II	360.00			415.80		
			TYPE III	526.50			415.80		
			TYPE IV	526.50			415.80		
S71	Sheeting, 48"x50 yard roll on 3" diameter core, pressure sensitive, ALL available colors (except Fluorescent)	PER ROLL	TYPE II	480.00			554.40		
			TYPE III	702.00			554.40		
			TYPE IV	702.00			554.40		
S72	Sheeting, roll on 3" diameter core, pressure sensitive, Fluorescent Yellow-Green	PER ROLL	24" x 50 Yard	645.00			No Bid		
			30" x 50 Yard	806.25			No Bid		
			36" x 50 Yard	967.50			No Bid		
			48" x 50 Yard	1,290.00			No Bid		
S73	Sheeting, roll on 3" diameter core, pressure sensitive, Fluorescent Yellow	PER ROLL	24" x 50 Yard	645.00			No Bid		
			30" x 50 Yard	806.25			No Bid		
			36" x 50 Yard	967.50			No Bid		
			48" x 50 Yard	1,290.00			No Bid		
S74	Sheeting, roll on 3" diameter core, pressure sensitive, Fluorescent Orange	PER ROLL	24" x 50 Yard	645.00			No Bid		
			30" x 50 Yard	806.25			No Bid		
			36" x 50 Yard	967.50			No Bid		
			48" x 50 Yard	1,290.00			No Bid		
S75	Low Tack Application Tape 6"x100 yard roll	PER ROLL	N/A	67.50			No Bid		
ITEM NO	Sign Blanks	UNIT	Unit Price per Sq. Ft.			Unit Price per Sq. Ft.			
			QUANTITIES	QUANTITIES	QUANTITIES	QUANTITIES	QUANTITIES	QUANTITIES	
			1-25 Blanks	26-50 Blanks	51+ Blanks	1-25 Blanks	26-50 Blanks	51+ Blanks	
S76	Aluminum Diamond/Square, 0.080 Ga.	Sq. Ft.	2.98	2.98	2.98	3.80	3.80	3.80	
S77	Aluminum Rectangular, 0.080 Gage	Sq. Ft.	2.98	2.98	2.98	3.80	3.80	3.80	
S78	Aluminum Circle, 0.080 Gage	Sq. Ft.	2.98	2.98	2.98	3.80	3.80	3.80	
S79	Aluminum Octagon, 0.080 Gage	Sq. Ft.	2.98	2.98	2.98	3.80	3.80	3.80	
S80	County Route Sign (M1-6) Blanks; MUTCD Chapter 2D; 0.080 gage	Sq. Ft.	2.98	2.98	2.98	3.80	3.80	3.80	

**COMPETITIVE BID #WG21-30 - BID TABULATION**

**Provision of Finished Road Signs**

BIDDER:				Vulcan, Inc.			Newman Signs		
ITEM NO	SIGN FACE DESCRIPTION	UNIT	SHEET GRADE (ALDOT)	Unit Price per Face			Unit Price per Face		
				QUANTITIES 1-10	QUANTITIES 11-25	QUANTITIES 26+	QUANTITIES 1-10	QUANTITIES 11-25	QUANTITIES 26+
S81	Stop Sign Face, R1-1, 30" x 30"	Each - Price per Face	TYPE IV	11.52	9.56	9.56	7.88	7.88	7.88
			TYPE VIII	20.34	16.88	16.88	16.88	16.88	16.88
			TYPE IX	20.34	16.88	16.88	16.88	16.88	16.88
			TYPE XI	21.92	18.19	18.19	18.28	18.28	18.28
S82	Stop Sign Face, R1-1, 36" x 36"	Each - Price per Face	TYPE IV	16.57	13.77	13.77	11.34	11.34	11.34
			TYPE VIII	29.28	24.30	24.30	24.30	24.30	24.30
			TYPE IX	29.28	24.30	24.30	24.30	24.30	24.30
			TYPE XI	31.55	26.19	26.19	26.33	26.33	26.33
S83	Stop Sign Face, R1-1, 48" x 48"	Each - Price per Face	TYPE IV	29.25	24.48	24.48	20.16	20.16	20.16
			TYPE VIII	52.05	43.20	43.20	43.20	43.20	43.20
			TYPE IX	52.05	43.20	43.20	43.20	43.20	43.20
			TYPE XI	56.10	46.56	46.56	46.80	46.80	46.80
S84	Advance Traffic Control Sign Face, W3-1, W3-2, W3-3, 30" x 30"	Each - Price per Face	TYPE IV	12.72	10.56	10.56	7.88	7.88	7.88
			TYPE VIII	21.39	17.75	17.75	16.88	16.88	16.88
			TYPE IX	21.39	17.75	17.75	16.88	16.88	16.88
			TYPE XI	23.19	19.25	19.25	18.28	18.28	18.28
S85	Advance Traffic Control Sign Face, W3-1, W3-2, W3-3, 36" x 36"	Each - Price per Face	TYPE IV	18.33	15.21	15.21	11.34	11.34	11.34
			TYPE VIII	30.80	25.56	25.56	24.30	24.30	24.30
			TYPE IX	30.80	25.56	25.56	24.30	24.30	24.30
			TYPE XI	33.40	27.72	27.72	26.33	26.33	26.33
S86	Advance Traffic Control Sign Face, W3-1, W3-2, W3-3, 48" x 48"	Each - Price per Face	TYPE IV	29.49	24.48	24.48	20.16	20.16	20.16
			TYPE VIII	54.75	45.44	45.44	43.20	43.20	43.20
			TYPE IX	54.75	45.44	45.44	43.20	43.20	43.20
			TYPE XI	59.37	49.28	49.28	46.80	46.80	46.80
S87	Yield Sign Face, R1-2, 30"x30"x30"	Each - Price per Face	TYPE IV	7.04	5.84	5.84	3.94	3.94	3.94
			TYPE VIII	11.82	9.81	9.81	8.44	8.44	8.44
			TYPE IX	11.82	9.81	9.81	8.44	8.44	8.44
			TYPE XI	12.73	10.57	10.57	9.14	9.14	9.14
S88	Yield Sign Face, R1-2, 36"x36" x36"	Each - Price per Face	TYPE IV	9.23	7.66	7.66	5.67	5.67	5.67
			TYPE VIII	16.37	13.59	13.59	12.15	12.15	12.15
			TYPE IX	16.37	13.59	13.59	12.15	12.15	12.15
			TYPE XI	17.63	14.63	14.63	13.16	13.16	13.16
S89	Yield Sign Face, R1-2, 48"x48"x48"	Each - Price per Face	TYPE IV	17.63	14.63	14.63	10.08	10.08	10.08
			TYPE VIII	31.24	25.93	25.93	21.60	21.60	21.60
			TYPE IX	31.24	25.93	25.93	21.60	21.60	21.60
			TYPE XI	33.65	27.93	27.93	23.40	23.40	23.40
S90	Highway-Rail Grade Crossing Sign Face W10-1, 36" Dia	Each - Price per Face	TYPE IV	17.80	13.77	13.77	11.34	11.34	11.34
			TYPE VIII	29.28	24.30	24.30	24.30	24.30	24.30
			TYPE IX	29.28	24.30	24.30	24.30	24.30	24.30
			TYPE XI	33.40	27.72	27.72	26.33	26.33	26.33
S91	Highway-Rail Grade Crossing Sign Face W10-1, 30" Dia	Each - Price per Face	TYPE IV	11.52	9.56	9.56	7.88	7.88	7.88
			TYPE VIII	20.34	16.88	16.88	16.88	16.88	16.88
			TYPE IX	20.34	16.88	16.88	16.88	16.88	16.88
			TYPE XI	21.92	18.19	18.19	18.28	18.28	18.28
S92	School Advanced Warning Sign Face S1-1, 30" x 30"	Each - Price per Face	TYPE IV	11.52	9.56	9.56	7.88	7.88	7.88
			TYPE VIII	20.34	16.88	16.88	16.88	16.88	16.88
			TYPE IX	20.34	16.88	16.88	16.88	16.88	16.88
			TYPE XI	21.92	18.19	18.19	18.28	18.28	18.28
			Fluorescent Y-G	21.92	18.19	18.19	18.28	18.28	18.28

**COMPETITIVE BID #WG21-30 - BID TABULATION**

**Provision of Finished Road Signs**

BIDDER:			Vulcan, Inc.			Newman Signs			
S93	School Advanced Warning Sign Face S1-1, 36" x 36"	Each - Price per Face	TYPE IV	17.80	13.77	13.77	11.34	11.34	11.34
			TYPE VIII	29.28	24.30	24.30	24.30	24.30	24.30
			TYPE IX	29.28	24.30	24.30	24.30	24.30	24.30
			TYPE XI	33.40	27.72	27.72	26.33	26.33	26.33
			Fluorescent Y-G	33.40	27.72	27.72	26.33	26.33	26.33
ITEM NO	SIGN FACES ONLY - DESCRIPTION	UNIT	SHEET GRADE (ALDOT)	Unit Price per Sign Face Sq. Ft.			Unit Price per Sign Face Sq. Ft.		
				QUANTITIES 1-10	QUANTITIES 11-25	QUANTITIES 26+	QUANTITIES 1-10	QUANTITIES 11-25	QUANTITIES 26+
S94	All regulatory sign faces, MUTCD Chapters 2B & 5B	Price per Face Square Foot	TYPE IV	1.84	1.53	1.53	1.26	1.26	1.26
			TYPE VIII	3.25	2.70	2.70	2.70	2.70	2.70
			TYPE IX	3.25	2.70	2.70	2.70	2.70	2.70
S95	All warning signs, MUTCD Chapters 2C & 5C	Price per Face Square Foot	TYPE IV	1.84	1.53	1.53	1.26	1.26	1.26
			TYPE VIII	3.25	2.70	2.70	2.70	2.70	2.70
			TYPE IX	3.25	2.70	2.70	2.70	2.70	2.70
S96	All construction warning signs, MUTCD Chapters 6F & 5G	Price per Face Square Foot	TYPE IV	1.84	1.53	1.53	1.26	1.26	1.26
			TYPE VIII	3.25	2.70	2.70	2.70	2.70	2.70
			TYPE IX	3.25	2.70	2.70	2.70	2.70	2.70
			Fluorescent	3.25	2.70	2.70	2.93	2.93	2.93
S97	All school signs, MUTCD Chapter 7B (except S1-1 listed above)	Price per Face Square Foot	TYPE IV	1.84	1.53	1.53	1.26	1.26	1.26
			TYPE VIII	3.25	2.70	2.70	2.70	2.70	2.70
			TYPE IX	3.25	2.70	2.70	2.70	2.70	2.70
			Fluorescent Y-G	3.25	2.70	2.70	2.93	2.93	2.93
S98	All grade crossing signs, MUTCD Chapter 8B (Except W10-1 listed above)	Price per Face Square Foot	TYPE IV	1.84	1.53	1.53	2.19	2.19	2.19
			TYPE VIII	3.25	2.70	2.70	3.63	3.63	3.63
			TYPE IX	3.25	2.70	2.70	3.63	3.63	3.63
S99	All Guide signs, MUTCD Chapters 2D & 5D	Price per Face Square Foot	TYPE IV	4.54	3.77	3.77	2.19	2.19	2.19
			TYPE VIII	5.49	4.56	4.56	3.63	3.63	3.63
			TYPE IX	5.49	4.56	4.56	3.86	3.86	3.86
S100	County Route Sign (M1-6) Face with County Name and Border; MUTCD Chapter 2D	Price per Square Foot per Sign	TYPE IV	4.54	3.77	3.77	2.19	2.19	2.19
			TYPE VIII	5.49	4.56	4.56	3.63	3.63	3.63
			TYPE IX	5.49	4.56	4.56	3.86	3.86	3.86
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	4.54	3.77	3.77	2.19	2.19	2.19
			TYPE VIII	5.49	4.56	4.56	3.63	3.63	3.63
			TYPE IX	5.49	4.56	4.56	3.86	3.86	3.86
S102	Hazard Board, yellow and black, 48"x24"	Price per Face Square Foot	TYPE IV	1.84	1.53	1.53	1.26	1.26	1.26
			TYPE VIII	3.25	2.70	2.70	2.70	2.70	2.70
			TYPE IX	3.25	2.70	2.70	2.93	2.93	2.93
ITEM NO	Pressure Sensitive Cut Upper/Lower Letters and Numbers	UNIT	SHEET GRADE (ALDOT)	Price per Packet of 25 of same Letter/No.			Price per Packet of 25 of same Letter/No.		
				Series B	Series D	Series E(M)	Series B	Series D	Series E(M)
S103	<b>2 Inch</b> Cut Letters and Numbers	Pack of 25	Black	6.95	7.15	No Bid	9.29	No Bid	No Bid
S104	<b>3 Inch</b> Cut Letters and Numbers	Pack of 25	Black	8.96	9.15	No Bid	9.93	No Bid	No Bid
S105	<b>5 Inch</b> Cut Letters and Numbers	Pack of 25	Black	14.75	15.10	15.85	12.68	No Bid	No Bid
S106	<b>8 Inch</b> Cut Letters and Numbers	Pack of 25	Black	24.10	25.10	25.10	15.54	No Bid	No Bid
S107	<b>2 inch White Reflective</b> Cut Letters and Numbers	Pack of 25	TYPE II	5.95	6.15	No Bid	9.54	No Bid	No Bid
			TYPE III	6.85	8.75	No Bid	9.54	No Bid	No Bid
			TYPE IV	6.85	8.75	No Bid	9.54	No Bid	No Bid
S108	<b>3 Inch White Reflective</b> Cut Letters and Numbers	Pack of 25	TYPE II	9.15	9.35	No Bid	10.09	No Bid	No Bid
			TYPE III	9.15	10.95	No Bid	10.09	No Bid	No Bid
			TYPE IV	9.15	10.95	No Bid	10.09	No Bid	No Bid
S109	<b>4.5 Inch White Reflective</b> Cut Letters and Numbers	Pack of 25	TYPE II	10.50	11.55	No Bid	14.10	No Bid	No Bid
			TYPE III	12.15	12.15	No Bid	14.10	No Bid	No Bid
			TYPE IV	12.15	12.15	No Bid	14.10	No Bid	No Bid

**COMPETITIVE BID #WG21-30 - BID TABULATION**

**Provision of Finished Road Signs**

BIDDER:			Vulcan, Inc.			Newman Signs			
S110	<b>5 Inch White Reflective</b> Cut Letters and Numbers	Pack of 25	TYPE II	15.55	16.75	21.10	14.10	No Bid	No Bid
			TYPE III	16.75	17.55	21.10	14.10	No Bid	No Bid
			TYPE IV	16.75	17.55	21.10	14.10	No Bid	No Bid
S111	<b>6 Inch White Reflective</b> Cut Letters and Numbers	Pack of 25	TYPE II	20.55	21.55	23.91	17.53	No Bid	No Bid
			TYPE III	19.10	21.10	24.10	17.53	No Bid	No Bid
			TYPE IV	19.10	21.10	24.10	17.53	No Bid	No Bid
S112	<b>8 Inch White Reflective</b> Cut Letters and Numbers	Pack of 25	TYPE II	27.10	30.10	31.10	22.11	No Bid	No Bid
			TYPE III	29.10	31.10	32.35	22.11	No Bid	No Bid
			TYPE IV	29.10	31.10	32.35	22.11	No Bid	No Bid
ITEM NO	TYPE III BARRICADES ASSEMBLY	UNIT	TYPE III PANEL TYPE	Unit Price Per Barricade Assembly			Unit Price Per Barricade Assembly		
				QUANTITIES 1-10	QUANTITIES 11-25	QUANTITIES 26+	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	No Bid	No Bid	No Bid
			3/4" ACX Plywood	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
			Aluminum	No Bid	No Bid	No Bid	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	No Bid	No Bid	No Bid
			3/4" ACX Plywood	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
			Aluminum	No Bid	No Bid	No Bid	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			Unit price per 72" x 36" sections			
			QUANTITIES 1-10	QUANTITIES 11-20	QUANTITIES 21-30	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	61.43	61.43	61.43	No Bid	No Bid	No Bid	
<b>NOTE: Quantity pricing, if applicable, will only apply to individual orders of identical signs, blanks, faces, posts, etc.</b>									
<b>EXCEPTIONS</b>									
Vulcan, Inc. - NONE									
Newman Signs - Not registered with the Alabama Secretary of State as a foreign corporation.									
<b>BID NOTES</b>									
Vulcan, Inc. - 30-45 Days Lead Time from ARO									



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0942, **Version:** 1

**Item #:** BE5

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/15/2021

**Item Status:** New

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

**Submitted by:** Loren Lucas, Assistant Purchasing Director

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### ITEM TITLE

Competitive Bid #WG21-36 - Provision of HVAC Chiller Annual Preventative Maintenance Services 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 HVAC Chiller Annual Preventative Maintenance Services for the Baldwin County Commission; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

### BACKGROUND INFORMATION

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

**Background:** The annual preventative maintenance of the HVAC chillers located in various county buildings has previously been obtained via a service contract. Staff is now recommending that said services be bid to ensure competitive pricing. 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:** 06/15/2021

**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 #WG21-36 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.

All bid prices will be on a firm-fixed price basis and are not subject to adjustments based on cost incurred.

Award will be to the lowest responsible bidder meeting the specifications. It is not the policy of the Baldwin County Commission to purchase on the basis of low bid only. Quality, conformity with specifications, purchase for which required, 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 to the bid specifications are to be attached to the Bid 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.

Successful bidder shall not assign this contract to any other party without prior written approval of the Baldwin County Commission. Contract shall not be assigned to an unsuccessful bidder who was rejected because he was not a responsive or responsible bidder.

**The Baldwin County Commission intends to award the bid to one vendor.**

### **CONTRACT PERIOD**

It is the intent of the Baldwin County Commission to award this contract for a thirty-six (36) month period. The Contract shall commence immediately upon the same date as its full execution. It shall remain in full force and effective with firm fixed bid prices for the term of the contract period. The successful bidder acknowledges by acceptance of the County purchase orders for awarded service that the bidder is bound to the terms, conditions and requirements as stated in this document.

### **CONTACT PERSON**

Any questions concerning these specifications should be addressed to the Purchasing Director, Wanda Gautney, at 251-580-2520 or by email at [wgautney@baldwincountyal.gov](mailto:wgautney@baldwincountyal.gov), between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday.

### **SITE INSPECTIONS**

All Bidders must schedule a site visits prior to submitting a bid. Contact persons for site visits are:

North Baldwin:

Derrick Crocker, Assistant Building Facilities Coordinator, at (251) 600-9716

South Baldwin:

Chris Bulman, Building Maintenance Technician, at (251) 272-2984

### **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. Failure or omission of any bidder to receive or examine any form, instrument, addendum or other document, or to acquaint itself with existing conditions, shall in no way relieve it of any obligations with respect to this proposal or to the contract. The County shall make all such documents available to the bidders.

### **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.

### **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.

### **COMPENSATION INSURANCE**

Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance for all 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 \$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 each occurrence bodily injury and property damage, \$1,000,000.00 aggregate. Such policies shall name the Baldwin County Commission as an additional insured and shall contain an endorsement providing that the County will be given written notice not less than thirty (30) days prior to cancellation or change of coverage provided by said policies. Certificate of insurance must be presented to the County within 10 days of notice of award and prior to commencement of any work. Insurance shall be through companies authorized to do business in the State of Alabama.

#### **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 the Manual for Uniform Traffic Control Devices (MUTCD), latest edition, and shall be the responsibility of the contractor.

#### **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.

**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.

**INDEMNITY AND HOLD HARMLESS PROVISION**

To the fullest extent allowed by law, Contractor 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 Contractor. 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 agreement.

**QUALIFICATIONS**

Awarded vendor must meet the following minimum qualifications:

- Have at least three (3) years’ experience providing services for Tracer Systems
- Provide five (5) customer references to include contract information (company name, phone number and email of contact person)
- Provide Technician names and copies of their certifications for Trane Tracer Ensemble, Tracer SC Operations and UC600 Programming
- 24/7 on call controls technician capable of providing all necessary Tracer System services including remote access through Trane Connect

**SCOPE OF WORK**

The Contractor shall provide experienced and certified personnel, applicable tools and necessary equipment to perform routine and preventative maintenance of the HVAC chillers located in the following buildings for the Baldwin County Commission in accordance to all federal, state and local laws:

<b>Location</b>	<b>Equipment</b>	<b>Manufacturer</b>	<b>Model Number</b>	<b>Serial Number</b>
Baldwin County Central Annex 22251 Palmer Street Robertsdale, AL 36567	Air-Cooled Chiller, Scroll Compressors	Trane	CGAM110F2L	U14F42524
Baldwin County Central Annex II 22070 State Highway 59 Robertsdale, AL 36567	Scroll and Reciprocating Liquid Chillers	York International	YLAA0080SE	SCXM892830
	Scroll and Reciprocating Liquid Chillers	York International	YLAA0080SE	SCXM892880
Baldwin County Courthouse 1 Courthouse Square Bay Minette, AL 36507	Rotary Liquid Chillers – Generic	Trane	YCAL080	RLSM020650

Baldwin County Satellite Courthouse 201 East Section Street Foley, AL 36535	Air-Cooled Screw Comp. Liquid Chiller with Centrifugal Fan	York International	YLAA080SE	2EWM006378
Baldwin County Annex V 1705 Highway 31 Bay Minette, AL 36507	Air-Cooled Chiller, Scroll Compressors	Trane	CGAM070F2M	U15H49903
	*Tracer Programmable Control	Trane	4950-0356	N/A
Baldwin County Satellite Courthouse 1100 Fairhope Avenue Fairhope, AL 36532	Air-Cooled Chiller, Scroll Compressors	Trane	CGAM090A2C	U10M20173

\*Denotes chiller controls that are to be maintained under this bid as is described in the “ANNUAL MAINTENANCE/INSPECTIONS – CONTROLS (ANNEX V BUILDING ONLY)” section below.

The contract shall cover a period of three (3) years, with two (2) scheduled visits to each site per year. One (1) of the annual visits shall include thorough cleaning of the chiller coils.

All site visits shall be scheduled at least seventy-two (72) hours in advance with the applicable contact person for Baldwin County Commission Building Maintenance Department as indicated below. Vendor shall inform said contact person of their arrival and said contact person shall accompany the vendor for the duration of their visit. Upon completion of the visit, the technician shall provide a report to the Baldwin County Commission Building Maintenance representative which states the description, location and date for all services that were performed, technician comments (if applicable) and shall include the signature of both the technician and the Baldwin County representative.

North Baldwin:

Derrick Crocker, Assistant Building Facilities Coordinator, at (251) 600-9716

South Baldwin:

Chris Bulman, Building Maintenance Technician, at (251) 272-2984

All work shall be performed during normal business hours, Monday – Friday, 7:30 am – 3:30 pm. All invoices for services performed must be submitted directly to the Baldwin County Commission, 312 Courthouse Square, Suite 11, Bay Minette, AL 36507. **All invoices are to be submitted semi-annually and shall clearly state the description, location and date for all services that were performed and that are being invoiced.**

**ANNUAL MAINTENANCE/INSPECTIONS – MECHANICAL**

1. Air Cooled Scroll Annual Maintenance
  - Customer Notification
  - Initial Site Inspection
  - Review Diagnostics
  - Verify Line Voltage

- Lock Out Tag Out Chiller
- Flow/Differential Mechanical Switch Check
- Electrical Inspection
- Meg Compressor Motor
- Meg Condenser Fan Motor
- Condenser Fans Check Per Circuit
- Visual Condenser Coil Check
- Low Temperature Sensor Calibration
- Leak Test Inspection
- Condenser Coil Cleaning
- Remove Lock Out Tag Out and Restore Power
- Control Panel Calibration Check
- Pre-Start Check
- Start Unit-Air-Cooled Includes Log
- Complete Required Paperwork

## 2. Air Cooled Scroll Semi-Annual Maintenance

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Lock Out Tag Out Chiller
- Electrical Inspection
- Flow/Differential Mechanical Switch Check
- Condenser Fans Check Per Circuit
- Visual Condenser Coil Check
- Low Temperature Sensor Calibration
- Leak Test Inspection
- Remove Lock Out Tag Out and Restore Power
- Control Panel Calibration Check
- Pre-Start Check
- Start Unit-Air-Cooled Includes Log
- Complete Required Paperwork

## 3. CGAM Annual Inspection

- Customer Notification
- Initial Site Inspection
- Visual Condenser Coil Check
- Lock Out Tag Out
- Electrical Inspection
- Meg Compressor Motor
- Remove Panels Generic
- Compressor Oil Level Check – Air-Cooled Scroll
- Leak Test
- Strainer Maintenance – BPHE Units
- Inspect Piping – CGAM
- Coil Cleaning Water

- TechView/KestrelView Connection
  - Review Diagnostics
  - Check Fans for Rubbing
  - Check EXV Sight Glass
  - Reinstall Panels Generic
  - Run Service Report From Techview
  - Techview/KestrelView Disconnection
4. CGAM Operational Semi-Annual Inspection
- Customer Notification of Unit Maintenance
  - Initial Site Inspection
  - Visual Condenser Coil Check
  - Lock Out Tag Out
  - Compressor Oil Level Check – Air Cooled Scroll
  - Remove Lock Out Tag Out, Restore to Normal Operation
  - Tech/View/KestrelView Connection
  - Review Diagnostics
  - Check Fans for Rubbing
  - Run Service Report from TechView
  - Check EXV Sight Glass
  - TechView/Kestrel View Disconnection

**\*ANNUAL MAINTENANCE/INSPECTIONS – CONTROLS (Annex V Building Only)**

1. BAS Annual
- Review trends
  - Configurable Controller Controls Review
  - AHU-VAV Controls Review
  - Air Cooled Chiller Controls Review
  - Building Controller Controls Review
  - Operator Workstation
  - Programmable Controller Controls Review
2. System Analysis and Review
- Operator Workstation Inspection
  - System Controller Inspection
  - Verify System Software Programming
  - System Back-Up
  - Customer Review – 30 Minutes
  - Software Service Pack Update (Per Workstation and/or BCU)



**BID #WG21-36 RESPONSE FORM**

Provision of HVAC Chiller Annual Preventative Maintenance Services

Page 2 of 3

	Year 1	Year 2	Year 3
1. Baldwin County Central Annex	\$ _____	\$ _____	\$ _____
2. Baldwin County Central Annex II	\$ _____	\$ _____	\$ _____
3. Baldwin County Courthouse	\$ _____	\$ _____	\$ _____
4. Baldwin County Satellite Courthouse	\$ _____	\$ _____	\$ _____
5. Baldwin County Revenue Commission (Includes chiller controls)	\$ _____	\$ _____	\$ _____
6. Baldwin County Satellite Courthouse	\$ _____	\$ _____	\$ _____

**Grand Total (All Years)**     \$ \_\_\_\_\_

Hourly Rate for repairs not covered by maintenance agreement:

Weekdays: M – F     \$ \_\_\_\_\_ per hour  
Evenings             \$ \_\_\_\_\_ per hour     Evenings begin at: \_\_\_\_\_ P.M.  
Weekends             \$ \_\_\_\_\_ per hour  
Holidays             \$ \_\_\_\_\_ per hour     List Holidays: \_\_\_\_\_

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

**BID #WG21-36 RESPONSE FORM**

Provision of HVAC Chiller Annual Preventative Maintenance Services

Page 3 of 3

**QUESTIONNAIRE**

Number of years your company has been servicing HVAC chillers: \_\_\_\_\_

Number of years your company has been servicing Tracer Systems: \_\_\_\_\_

Nearest service locations: \_\_\_\_\_

List the names of the technicians employed by your company who possess certifications for Trane Tracer Ensemble, Tracer SC Operations and UC600 Programming. Attach a copy of said certificates.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List five (5) references for whom you are providing or have previously provided similar HVAC chiller maintenance services. Include the name of the company and a phone number and email address for a contact person.

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

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 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 #WG21-36**”, the same being expressly incorporated herein by reference, and without limitation will encompass:

**“All provision and conditions and/or specifications listed/stated in Competitive Bid #WG21-36 named, Provision of HVAC Chiller Annual Preventative Maintenance Services for the Baldwin County Commission”.**

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

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

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

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

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

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

**XVIII. Termination of Services.** The COUNTY 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 and commence immediately upon the same date as it full execution, and shall terminate upon the expiration of twelve-four (24) 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 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 Agreement, 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:

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

COUNTY:

ATTEST:

\_\_\_\_\_/\_\_\_\_\_  
JOE DAVIS, III /Date  
Chairman

\_\_\_\_\_/\_\_\_\_\_  
WAYNE DYESS /Date  
County Administrator

State of Alabama )

County of Baldwin )

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

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

**SIGNATURE AND NOTARY PAGE TO FOLLOW**

PROVIDER:

\_\_\_\_\_/\_\_\_\_\_  
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 \_\_\_\_\_, 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 \_\_\_\_\_, 2021.

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



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0928, **Version:** 1

**Item #:** BE6

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/15/2021

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director/Daniel Wells, CDG Engineers & Associates/Terri Graham, Solid Waste Director/Ed Fox, Landfill Manager

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

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### **ITEM TITLE**

Final Design of the Baldwin County Magnolia Landfill Wash Bay Expansion Located in Summerdale, Alabama, for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Approve the final design of the Baldwin County Magnolia Landfill Wash Bay Expansion located in Summerdale, Alabama, and authorize the Purchasing Director and Engineer to bid the project.

### **BACKGROUND INFORMATION**

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

**Background:** Staff is presenting to the Commission for approval the final design of the Baldwin County Magnolia Landfill Wash Bay Expansion. This was approved during the FY21 budget. The engineer's estimated construction cost is \$100,000.00 to \$150,000.00. The engineer was selected from the Solid Waste On-call list.

### **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:** 06/15/2021

**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 Engineer & Mail Bid

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

## DOCUMENT 00105

### INVITATION TO BID

Project: Magnolia Landfill Wash Bay Expansion  
Owner: Baldwin County Commission  
Engineer: CDG Engineers & Associates, Inc.

Sealed bids will be received, opened, and publicly read by the Owner for the referenced Project. The Owner will receive Bids until **11:00. a.m. on July 12, 2021**. The bid opening will be held at the offices of Baldwin County Commission, located at Annex III, 257 Hand Avenue, Bay Minette, Alabama.

The work generally consists of various structural, mechanical, plumbing, and electrical repairs to the existing wash bay facility including the addition of a second wash bay adjacent to Bay 1. Payment will be made on a lump sum basis.

The Owner requires the Project to be completed in **ninety (90)** calendar days from date all submittals are approved.

Bidding Documents may be obtained by contacting CDG Engineers and Associates, Inc. at (334) 222-9431 or [michelle.wilson@cdge.com](mailto:michelle.wilson@cdge.com). Cost of plans are \$80.00 of a non-refundable deposit for one set or can be electronically dispersed at no charge.

Bidders will be required to provide Bid security in the form of a Bid Bond or cashier's check in the amount of a sum no less than five (5) percent of the Bid Price but not more than \$10,000.00.

**All bids must be submitted in a sealed envelope bearing on the outside the name of the bidder, bidder's license number, address and name of the project.**

Your Bid will be required to be submitted under a condition of irrevocability for a period of 60 days after submission.

The attention of bidders is called to the provisions of State Law Governing General Contractors, as set forth in Title 34, Chapter 8, Article 1, Code of Alabama of 1975, as amended; and the provisions of said law shall govern bidders insofar as it is applicable. The above-mentioned provisions of the Code make it illegal for the Owner to consider a bid from anyone who is not properly licensed under such code provisions. In addition, bidders must carry the municipal and utility construction classification as listed in the latest edition of the Roster of the State Licensing Board for General Contractors, Montgomery, Alabama. The Owner, therefore will not consider any bid unless the bidder produces evidence that he is so licensed. Neither will the Owner enter into a Contract with a foreign corporation which is not qualified under State Law to do business in the State of Alabama.

The attention of nonresident bidders is called to the provisions of Alabama Law, Title 39, Chapter 3, Code of Alabama 1975, as amended, relating to preference to be given to resident contractors in Alabama over nonresident contractors in the award of contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the nonresident contractor, and to the requirements that the

bid documents tendered by any nonresident contractor must be accompanied by “a written opinion of an attorney-at-law licensed to practice law in such nonresident contractor’s state of domicile as to the preference, in any or none, granted by the law of that state to its own business entities who’s principal places of business are in that state in the letting of any or all public contracts”.

**Each Bidder, and each Subcontractor, is required to complete and submit Document 00450 – Affidavit of Immigration Compliance along with their E-Verify Program Memorandum of Understanding at the time of the Bid. No Contract will be awarded to any Bidder who does not submit the required Immigration Compliance documents.**

**Contractor will be required to provide two (2) Owner’s Protective Liability Policies. Named Insured shall be as follows:**

- 1. Baldwin County Commission**
- 2. CDG Engineers & Associates, Inc.**

**See Section 00700 - General Conditions for full details.**

The Owner reserves the right to accept or reject any or all Bids.

Joe Davis, III, Chairman  
Baldwin County Commission

END OF DOCUMENT

## SECTION 01200

### PRICE AND PAYMENT PROCEDURES

#### PART 1 GENERAL

##### 1.1 SECTION INCLUDES

- A. Schedule of values.
- B. Applications for payment.
- C. Change procedures.
- D. Defect assessment.
- E. Unit prices.
- F. Alternates.

##### 1.2 SCHEDULE OF VALUES

- A. Submit printed schedule on Contractor's standard form or electronic media printout.
- B. Submit Schedule of Values in duplicate within 15 days after date established in Notice to Proceed.
- C. Include in each line item, amount of Allowances specified in this section. For unit cost Allowances, identify quantities taken from Contract Documents multiplied by unit cost to achieve total for each item.
- D. Revise schedule to list approved Change Orders, with each Application for Payment.

##### 1.3 APPLICATIONS FOR PAYMENT

- A. Submit four copies of each application on Contractor's electronic media driven form.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Submit updated construction schedule with each Application for Payment.
- D. Payment Period: Contractor to submit Pay Request, with the agreed upon quantities shown, on the first working day of the month for the previous month.
- E. Submit with transmittal letter as specified for Submittals in Section 01330.
- F. Substantiating Data: When submitting Pay Request that includes a pay request for stored materials, Contractor must also submit a paid invoice for all materials listed for reimbursement.

#### 1.4 CHANGE PROCEDURES

- A. Submittals: Submit name of individual authorized to receive change documents and be responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. The Engineer will advise of minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions.
- C. Contractor may propose changes by submitting a request for change to Engineer, describing proposed change and its full effect on the Work. Include a statement describing reason for the change, and effect on Contract Sum/Price and Contract Time with full documentation and a statement describing effect on Work by separate or other Contractors.
- D. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation.
- E. Unit Price Change Order: For contract unit prices and quantities, the Change Order will be executed on fixed unit price basis.
- F. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in Conditions of the Contract.
- G. Correlation of Contractor Submittals:
  - 1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Sum/Price.
  - 2. Promptly revise progress schedules to reflect change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
  - 3. Promptly enter changes in Project Record Documents.

#### 1.5 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of the Engineer, it is not practical to remove and replace the Work, the Engineer will direct appropriate remedy or adjust payment.
- C. The defective Work may remain, but unit sum/price will be adjusted to new sum/price at discretion of Engineer.
- D. Defective Work will be partially repaired to instructions of Engineer, and unit sum/price will be adjusted to new sum/price at discretion of Engineer.
- E. Individual specification sections may modify these options or may identify specific formula or percentage sum/price reduction.
- F. Authority of Engineer to assess defects and identify payment adjustments is final.
- G. Non-Payment for Rejected Products: Payment will not be made for rejected products for any of the following:
  - 1. Products wasted or disposed of in a manner that is not acceptable.

2. Products determined as unacceptable before or after placement.
3. Products not completely unloaded from transporting vehicle.
4. Products placed beyond lines and levels of required Work.
5. Products remaining on hand after completion of the Work.
6. Loading, hauling, and disposing of rejected products.

## 1.6 UNIT PRICES

- A. Authority: Measurement methods are delineated in Section 1.7 of this Specification.
- B. Measurement methods delineated in individual specification sections complement criteria of this section. In event of conflict, requirements of individual specification section govern.
- C. Take measurements and compute quantities. Engineer will verify measurements and quantities.
- D. Unit Quantities: Quantities and measurements indicated in Bid Form are for contract purposes only. Quantities and measurements supplied or placed in the Work shall determine payment.
  1. When actual Work requires more or fewer quantities than those quantities indicated, provide required quantities at unit sum/prices contracted.
- E. Payment Includes: Full compensation for required labor, products, tools, equipment, plant and facilities, transportation, services and incidentals; erection, application or installation of item of the Work; overhead and profit.
- F. Final payment for Work governed by unit prices will be made on basis of actual measurements and quantities accepted by Engineer multiplied by unit sum/price for Work incorporated in or made necessary by the Work.

## 1.7 EXPLANATION OF BID ITEMS

Bid Item No. 1 - Landfill Wash Bay Repairs & Expansion – The lump sum price shall include the repairs to the existing wash bay 1, per the recommendations contained in the Structural Report provided in Appendix A, as well as the construction of a new wash bay #2 to the north of the existing canopy. This will include new foundation, Pre-Engineering Metal structure, electrical, pressure washer system, and all required site work as described on the plans and specifications related to the proposed repairs and expansion. The awarded Contractor shall submit detailed shop drawings stamped by a Professional Engineer in the state in which the project is located for approval by Owner that includes schedules for style and color options to be selected. Payment will be made on a lump sum basis.

## 1.8 ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in Owner-Contractor Agreement.
- B. Coordinate related work and modify surrounding work.

## **PART 2 PRODUCTS**

Not Used.

**PART 3 EXECUTION**

Not Used.

END OF SECTION

**SITE LAYOUT PLAN**  
 MAGNOLIA LANDFILL WASH BAY EXPANSION  
 BALDWIN COUNTY COMMISSION  
 BALDWIN COUNTY, ALABAMA



SCALE: AS SHOWN  
 DATE: MAY 2021  
 REVISED

PROJECT NO: R079321037

SHEET NO. C-301

KEY NOTE LEGEND	
1	REQD REPAIR EXISTING WASH BAY, SEE STRUCTURAL RECOMMENDATIONS
2	REQD PRE-ENGINEERED METAL BUILDING, SEE STRUCTURAL SPECIFICATIONS
3	REQD CONCRETE PAVING, SEE CIVIL DETAIL
4	REQD HEAVY DUTY TRENCH DRAIN CAST-IN-PLACE, SEE CIVIL DETAIL
5	REQD BOLLARDS, SEE CIVIL DETAIL
6	APPROXIMATE LOCATION OF REQD PRESSURE WASHER, SEE NOTES BELOW

NOTE:  
 COORDINATE WITH OWNER FOR LOCATION OF PRESSURE WASHER.

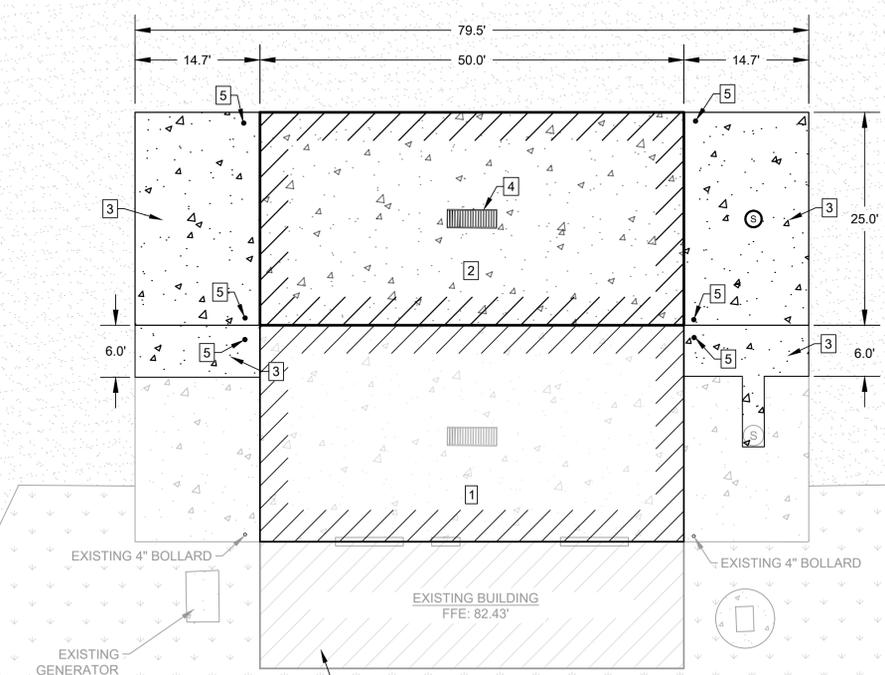
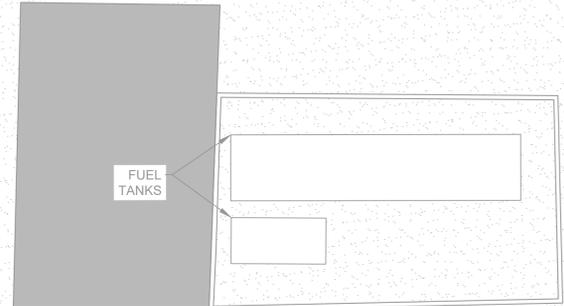
EASY-KLEEN PRESSURE SYSTEMS LTD. MODEL EZN3008-3-460-A INDUSTRIAL SERIES, HOT WATER PRESSURE CLEANING SYSTEM, PROPANE FIRED, 720000 BTU, ELECTRIC, BELT DRIVEN, 20 HP, 460V-3PH, 8 GPM @ 3000 PSI, GENERAL PUMP  
**\*\*TWO GUN SYSTEM\*\* OR EQUIVALENT.**

CONTRACTOR MUST SUBMIT ALTERNATIVE OPTIONS TO BE APPROVED BY THE ENGINEER.

CONTRACTOR TO INSTALL PRESSURE WASHER SYSTEM TO MANUFACTURE SPECIFICATIONS.

WORK SHALL INCLUDE, BUT NOT LIMITED TO, THE FOLLOWING:

1. INSTALLATION OF PRESSURE WASHER
2. CONNECTION OF WATER, PROPANE, AND ELECTRICAL
3. INSTALLATION OF ALL ASSOCIATED PIPING
4. INSTALLATION OF THE FOLLOWING ACCESSORIES: OVERHEAD BOOMS, HOSE REELS, WAND HOLDERS.



NAIL #3

NAIL #2



C-301 SITE LAYOUT PLAN.dwg



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0932, **Version:** 1

**Item #:** BE7

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/15/2021

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director/Wayne Dyess, County Administrator

**Submitted by:** Loren Lucas, Assistant Purchasing Director

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### **ITEM TITLE**

Request for Qualifications (RFQ) for Engineering/Environmental/Design Services for a New Pedestrian Bridge Connecting Bicentennial Park and Live Oak Landing

### **STAFF RECOMMENDATION**

Authorize staff to begin negotiations with **Dewberry Engineers, Inc.**, so that a final award recommendation can be made to the Baldwin County Commission for Engineering/Environmental/Design Services for a new pedestrian bridge which will connect Bicentennial Park and Live Oak Landing.

### **BACKGROUND INFORMATION**

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

03/16/2021 meeting: Approved the attached Request for Qualifications (RFQ) for Engineering/Environmental/Design Services for a new pedestrian bridge which will connect Bicentennial Park and Live Oak Landing and authorized the Purchasing Director to advertise the Request for Qualifications.

**Background:** The Request for Qualifications for Engineering/Environmental/Design Services for a new pedestrian bridge which will connect Bicentennial Park and Live Oak Landing was received on April 20, 2021 at 2:00 p.m., in the Baldwin County Purchasing Department. Nine (9) firms submitted a package. The evaluation committee consisted of Joe Ryan, Orié King, Ashley Campbell, Loren Lucas, and Seth Peterson. After reviewing all nine (9) firms' submittals, the evaluation committee feels that Dewberry Engineers, Inc. meets the requirements for this project. Staff recommends the Baldwin County Commission authorize staff to begin negotiations with the Dewberry Engineers, Inc., so that a final award recommendation can be made to the Baldwin County Commission in regards to the selection of a firm to provide Engineering/Environmental/Design Services for a new pedestrian bridge which will connect Bicentennial Park and Live Oak Landing.

### **FINANCIAL IMPACT**

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

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**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:** 06/15/2021

**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

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 03/19, 03/26, 04/02/2021

*Catherine Copas*

Principal Clerk of the Publisher

Sworn to and subscribed before me this 2nd day of April 2021

*Juanita DePuy*  
Notary Public



REQUEST FOR QUALIFICATIONS  
Baldwin County Commission  
Request for Qualifications (RFQ) for Professional Services for Engineering/Environmental Services  
Overview:  
The Baldwin County Commission is seeking qualifications from engineering/environmental/ design firms for a new pedestrian bridge which will connect Bicentennial Park and Live Oak Landing.

The proposed pedestrian bridge is approximately 1,100 feet long. It will cross Flat and Raines Creek as well as significant wetland areas. This bridge will be straight, with no turns, and will be used primarily by pedestrians and bicyclists but will also have the ability to transport light equipment such as lawn mowers and ATVs. The path should be 10 feet wide with a 20-foot by 20-foot observation deck near the center of the bridge to facilitate environmental and educational viewing opportunities. The north end of the pedestrian bridge will be at Bicentennial Park and the south end will be at Live Oak Landing. Both ending points are undeveloped and wooded. The design should include educational identification marks and signs/maps located on the north and south ends of the bridge.

Requirements:  
Engineering/environmental/design firms responding to this RFQ should have extensive knowledge, experience, and demonstrated success with pedestrian bridge engineering and design, coastal engineering, state and federal permitting, project cost analysis, and environmental compliance/documentation. The chosen firm must have Professional Engineer (P.E.) licensure, and proper business licensure, both in the State of Alabama, at the time of submittal. Firms responding to this RFQ should provide Dun and Bradstreet number and be registered with the GSA database at www.sam.gov to confirm debarment/suspension status.

Any contract awarded must comply with the Minority Business Enterprise and Women Business Enterprise contracting requirements outlined in 2 CFR 200.321. MBE and/or WBE individuals/firms are encouraged to respond to this solicitation (Attachment A)

Scope of Services:

The scope of services to be performed by the engineering/design firm shall include but not be limited to the following

- Engineering and designing of the pedestrian bridge as described above.
  - Attend necessary meetings and make presentations at the request of the County
  - Provide detailed and timely schedules throughout the approved contract time period.
  - Provide any additional information the County may need in relation to the project.
  - Provide one contact person to coordinate project information.
- Period of Performance:

The firm selected shall be able to complete the services outlined above within 3 months of an executed contract and Notice to Proceed.

Submittal of Qualifications  
Qualifications submitted in response to this RFQ must provide detailed information to show evidence of qualifications, experience, and expertise. One (1) original and four (4) copies of the RFQ are required. No emailed or faxed materials will be accepted. The submitted proposal should be not more than fifteen 8 1/2" X 11" single-sided pages, Times New Roman 11-point font (inclusive of the cover letter, conceptual approach, experience and background, and project team/level of participation), and should be divided by section, with Table of Contents (cover and tabbed divider pages and table of contents do not count against the 15-page limit). Cover page should include: Dun and Bradstreet (DUNS) number and company point of contact information.

Questions regarding this information shall be directed to Wanda Gautney, Baldwin County Purchasing Director at wgautney@baldwincountyal.gov Questions must be received no later than April 9, 2021 at 2:00 pm CDT.

Qualifications must be received at the address below on or before 2:00 pm CDT, April 20, 2021. FAXED OR E-MAILED SUBMISSIONS WILL NOT BE ACCEPTED. Submissions received after the deadline shall not be accepted and shall be returned to the firm unopened.

Baldwin County Purchasing Department  
Wanda Gautney  
Purchasing Director  
Mailing Address:  
312 Courthouse Square, Suite 15 Bay  
Minette, AL 36507  
Physical Address: 257 Hand Avenue  
Bay Minette, AL 36507  
Project Funding

This project is funded by a grant from The Gulf of Mexico Energy Security Act (GOMESA). Any contract made as a part of

any contract made as a part of this grant shall be subject to the applicable sections of 2 CFR Part 200, uniform administrative requirements, cost principles, and audit requirements, as adopted pursuant to 2 CFR § 5900.101  
PRESS REGISTER  
March 19, 26, April 2, 2021



# Baldwin County Commission

## Agenda Action Form

File #: 21-0950, Version: 1

Item #: BM1

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/15/2021

**Item Status:** New

**From:** Cian Harrison, Clerk/Treasurer; Sherry-Lea Botoy, Community Engagement Manager/Public Information Officer

**Submitted by:** Katrina Taylor, Grants Coordinator

### ITEM TITLE

Allocation of American Rescue Plan Act (ARPA) Funds

### STAFF RECOMMENDATION

Based on the internal advisory committee recommendations, approve the immediate Allocation of American Rescue Plan Act (ARPA) projects:

COA Main Office COVID Upgrades	Estimated Cost	\$11,875.00
Baldwin Together Case Manager	Estimated Cost	\$25,000.00
Tyler Technologies Software Training	Estimated Cost	\$28,000.00
Countywide Touchless Bathroom Equipment	Estimated Cost	\$80,459.00
Set aside for Nonprofits	Estimated Cost	\$100,000.00
Ionizer in Buildings	Estimated Cost	\$175,000.00
Document Library	Estimated Cost	\$285,000.00
BCSO Hazard Pay and Law Enforcement	Estimated Cost	\$400,000.00
Motorola Projects (2)	Estimated Cost	\$469,181.00
10% Contingency	Estimated Cost	\$157,451.50
10% Administrative Costs	Estimated Cost	\$157,451.50
	Total Estimated Cost	\$1,889,418.00

\*Estimated costs may increase due to material costs.

### BACKGROUND INFORMATION

**Previous Commission action/date:** 06/01/2021 Last BCC action taken

#### **Background:**

06/01/2021 - 1) Approved the Fund Allocation Application to the U.S. Department of the Treasury for Coronavirus State and Local Fiscal Recovery Funds; and 2) Discussed the eligible use of funds.

Joe Davis III, Commission Chairman, executed the Agreement for Coronavirus State & Local Fiscal Recovery Funds per the guidelines from the U.S. Department of the Treasury as the local government Chief Executive Officer and the documents were submitted electronically to the U.S. Department of the Treasury on May 18, 2021, by staff. This agreement was executed and submitted prior to Commission approval due to time constraints.

The U.S. Treasury document for Allocation for Counties shows an allocation for Baldwin County estimated at \$43,360,588.00. The Commission received the first portion of funding (equal to 50% of the recipient's allocation) on May 27, 2021, and the second portion (the remaining 50%) will be received no earlier than one year from the first disbursement. The funds under this Agreement (award) shall remain available only through December 31, 2024.

An internal advisory committee was created to make recommendations to the Commission regarding eligible use of funds. Additional recommended projects will be brought before the Commission following receipt of Treasury's Final Rule.

### **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:** Finance and Accounting Staff

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

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

## American Rescue Plan Act (ARPA) Project Priority List

Updated 6/8/2021

Priority	Description	Estimated Cost	Notes
Immediate	COA - Main Office COVID Upgrades	\$11,875.00	Remodeling front reception area to provide a safe and responsible service area to our clients and their loved ones
Immediate	Baldwin Together Case Manager	\$25,000.00	COVID Economic Long-Term Recovery through December 31, 2021
Immediate	Tyler Technologies - Software Training	\$28,000.00	Taking much longer due to virtual training vs. in person
Immediate	Countywide Touchless Bathroom Equipment	\$80,459.00	Soap dispensers (\$9,308), paper towels (\$3,833), and toilets (\$67,318)
Immediate	Set aside for Nonprofits	\$100,000.00	
Immediate	Ionizers in Buildings	\$175,000.00	
Immediate	Document Library	\$285,000.00	Digitized archived records - flood files, etc. - Building and Planning & Zoning, Revenue Commission and other depts
Immediate	BCSO Hazard Pay and Law Enforcement	\$400,000.00	
Immediate	Motorola Projects (2)	\$469,181.00	Critical Connect Project \$307,626 and Radio Management Project \$161,555
	Subtotal:	\$1,574,515.00	
	10% Contingency:	\$157,451.50	
	10% Admin Cost:	\$157,451.50	
	<b>Immediate Projects Total:</b>	<b>\$1,889,418.00</b>	
TBD	Historic Tour Application	\$35,000.00	Awaiting Treasury's Final Rule - Public Comment Period ends July 16, 2021
TBD	Additional RV Sites	\$200,000.00	Awaiting Treasury's Final Rule - Public Comment Period ends July 16, 2021
TBD	Move Communications Tower for 911 Facility	\$500,000.00	Awaiting Treasury's Final Rule - Public Comment Period ends July 16, 2021
TBD	Animal Shelter	\$3,000,000.00	Awaiting Treasury's Final Rule - Public Comment Period ends July 16, 2021
TBD	JDC Expansion	\$3,375,000.00	Awaiting Treasury's Final Rule - Public Comment Period ends July 16, 2021
TBD	Municipal Recycling Facility	\$3,500,000.00	Awaiting Treasury's Final Rule - Public Comment Period ends July 16, 2021
TBD	Baldwin County Tech School	\$5,000,000.00	Awaiting Treasury's Final Rule - Public Comment Period ends July 16, 2021
TBD	Jail	\$8,500,000.00	Awaiting Treasury's Final Rule - Public Comment Period ends July 16, 2021
TBD	Broadband	TBD	Awaiting quote
TBD	Tourism - CR-6 Recreational Park and Boat Launch	\$2,000,000.00	Awaiting Treasury's Final Rule - Public Comment Period ends July 16, 2021

## American Rescue Plan Act (ARPA) Project Priority List

Updated 6/8/2021

Priority	Description	Estimated Cost	Notes
TBD	Glass Partitions for Public Offices	TBD	Awaiting quote
TBD	SAIL Centers	TBD	Awaiting quote
	Subtotal:	\$26,110,000.00	
	10% Contingency:	\$2,611,000.00	
	10% Admin Cost:	\$2,611,000.00	
	Total TBD Projects:	\$31,332,000.00	
	All Recommended Projects Total:	\$33,221,418.00	

\*Estimated costs may increase due to material costs.



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0947, **Version:** 1

**Item #:** BN1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/15/2021

**Item Status:** New

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

Tyler Mitchell, P.E., Construction Manager

**Submitted by:** Halley Black, Office Manager

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### ITEM TITLE

Case No. S-17014 - Hidden Lakes, Phase II - Release Maintenance Bond

### STAFF RECOMMENDATION

Authorize staff to release the Surety Document (Maintenance Bond) from Liberty Mutual Insurance Company on behalf of D.R. Horton, Inc. for Hidden Lakes, Phase II in the amount of \$415,947.52, which guarantees the workmanship and materials of the roadways and drainage improvements within the public rights-of-way as shown on the approved Final Plat and "As-Built" construction plans.

### BACKGROUND INFORMATION

**Previous Commission action/date:** June 4, 2019

**Background:** The Commission accepted Lanier Boulevard (1,008 LF), Lewis Smith Drive (3,160 LF), and Pickwick Drive (1,310 LF), in Hidden Lakes, Phase II and authorized said roads to be added to the County Maintenance Road List. The Commission also approved the Subdivision Roadway and Drainage Improvement Acceptance Agreement and accepted a surety document from Liberty Mutual Insurance Company on behalf of D.R. Horton, Inc in the amount of \$415,947.52 to guarantee the workmanship and materials of the roadways and drainage improvements within the public rights-of-way as shown on the approved Final Plat and "As-Built" construction plans.

The workmanship and materials for the roadways and drainage improvements have been inspected and approved in accordance with the *Baldwin County Subdivision 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:** Highway Department - Construction Section to release and return surety bond.

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

N/A

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





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: [REDACTED]

### POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrew M. Bennett, Jennifer B. Gullett, Noah William Pierce, John F. Thomas, Catherine Thompson, Amy R. Waugh

all of the city of Charlotte state of NC each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of October, 2018.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 3rd day of October, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of March, 2019.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



## BALDWIN COUNTY

HIGHWAY DEPARTMENT

P.O. Box 220

SILVERHILL, ALABAMA 36576

TELEPHONE: (251) 937-0371

FAX (251) 937-0201

*JOEY NUNNALLY, P.E.  
COUNTY ENGINEER*

May 12, 2021

Mark DeLaney  
12940 Underwood Rd,  
Summerdale, AL 36580

### **S-17014 – Hidden Lakes, Phase II – Bond Release Inspection**

Dear Mr. DeLaney,

The above referenced subdivision was inspected on May 10, 2020 for compliance with the submitted construction plans, there are no deficiencies at this time.

If you have any questions or concerns, do not hesitate to contact me at (251) 202-1693 or at [jlundy@co.baldwin.al.us](mailto:jlundy@co.baldwin.al.us)

Sincerely,

John Lundy  
Permit Inspector

Cc:

File



**BALDWIN COUNTY**  
HIGHWAY DEPARTMENT

*JOEY NUNNALLY, P.E.*  
*COUNTY ENGINEER*

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

May 18, 2021

To: Joey Nunnally, PE  
County Engineer

From: Alfreda Jeffords,  
Permit/Subdivision Manager

**RE: S-17014– Hidden Lakes, Phase II – Release of Surety**

Please allow this letter to serve as notification that the workmanship and materials for the roadways and drainage improvements on the above referenced subdivision have been inspected and approved in accordance with the *Baldwin County Subdivision Regulations*.

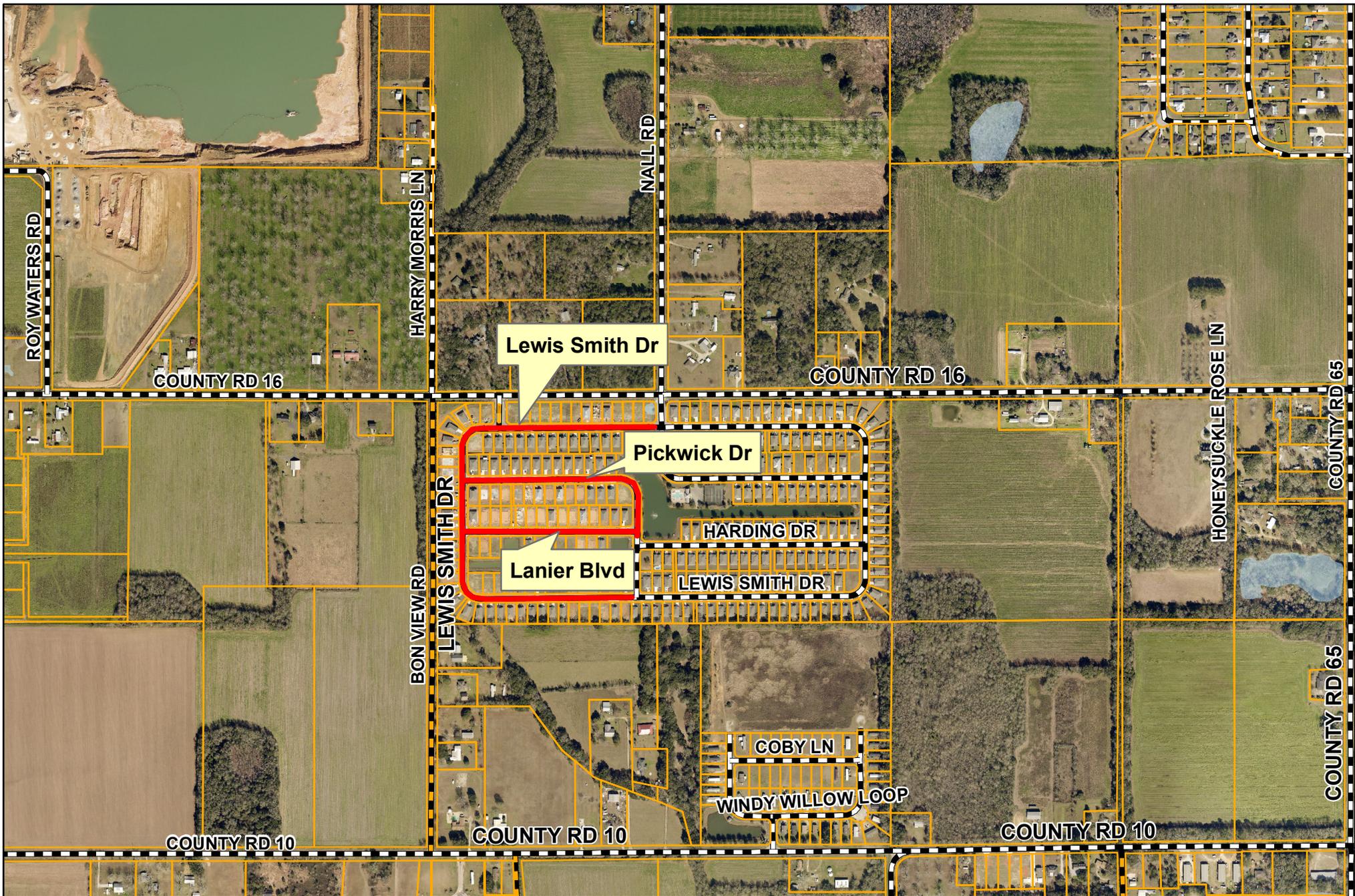
Release of surety is hereby authorized.

Please contact me if any further information is required.

Thank you.

Alfreda Jeffords,  
Permits/Subdivision Manager

cc: file



# S-17014 Hidden Lakes, Phase II Vicinity Map





# S-17014 Hidden Lakes, Phase II Site Map





# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0960, **Version:** 1

**Item #:** BN2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/15/2021

**Item Status:** New

**From:** Joey Nunnally, P.E., County Engineer  
Sarah Hart Sislak, MPO Coordinator

**Submitted by:** Lisa Sangster, Administration Support Specialist IV

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### **ITEM TITLE**

Eastern Shore Metropolitan Planning Organization - Resolution #2021-085 and Agreement for Administering U.S. Department of Transportation Financial Assistance for Transportation Planning

### **STAFF RECOMMENDATION**

Adopt Resolution #2021-085 and an agreement between the State of Alabama and the Baldwin County Commission for administering U.S. Department of Transportation financial assistance for transportation planning.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** August 21, 2012

#### **Background:**

During the August 21, 2012 Regular meeting, the Commission approved Resolution #2012-101 and an agreement with the State of Alabama for administering U.S. Department of Transportation Financial Assistance for Transportation Planning as related to Baldwin County serving as administrator of the Eastern Shore Metropolitan Planning Organization.

The Baldwin County Commission acts as the sponsoring agency and the administrator of the Eastern Shore Metropolitan Planning Organization (ESMPO). The Financial Assistance Agreement outlines the responsibilities of the ESMPO and the Commission as the pass-through entity of federal transportation planning funds.

### **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:** Brad Hicks, County Attorney (approved 05/04/2021) - los

**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 prepare correspondence and have agreement and resolution executed by Chairman.

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

Contact:

Mr. Jason Phelps

Local Transportation Bureau

1409 Coliseum Boulevard

Administrative Building, Room 110

Montgomery, Alabama 36110

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

**RESOLUTION NO. 2021-085**

WHEREAS, 23 U.S.C. 134 and 49 U.S.C. 5303 require that each urbanized area have a comprehensive, cooperative, and continuing transportation planning process (commonly referred to as the “3-C” Process); and

WHEREAS, 23 U.S.C. 105(f) and 49 U.S.C. 5303 authorize certain funds (commonly referred to as FHWA Planning Funds and FTA 5303 Planning Funds respectively) to be made available to designated transportation planning agencies for supporting the “3-C” Process; and

WHEREAS, the Baldwin County Commission has been selected as the designated transportation planning agency for the Eastern Shore urbanized area; and

WHEREAS, the State of Alabama receives funds from the Federal Highway Administration and the Federal Transit Administration which include FHWA Planning funds and FTA 5303 Planning funds to be made available to the designated agency for transportation planning in the Eastern Shore urbanized area.

NOW, THEREFORE BE IT RESOLVED BY THE BALDWIN COUNTY COMMISSION, that the Chairman be and is hereby authorized to execute, and the County Administrator be and is hereby authorized to attest, an agreement with the State of Alabama for administering U.S. Department of Transportation Financial Assistance for Transportation Planning.

I, the undersigned qualified and acting County Administrator of the Baldwin County Commission, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the COMMISSION named therein, at a regular meeting of such COMMISSION held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and that such resolution is on file in the County Administrator’s Office.

ATTESTED:

\_\_\_\_\_  
County Administrator

\_\_\_\_\_  
Chairman

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and that such resolution is of record in the Minute Book of the COMMISSION.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the COMMISSION on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
County Administrator

(AFFIX SEAL)

**AGREEMENT  
FOR  
ADMINISTERING U.S. DEPARTMENT OF TRANSPORTATION  
FINANCIAL ASSISTANCE FOR TRANSPORTATION PLANNING  
BETWEEN  
THE STATE OF ALABAMA  
AND THE  
BALDWIN COUNTY COMMISSION**

**PART ONE (1): INTRODUCTION**

This agreement is made and entered into by and between the State of Alabama, acting through the Alabama Department of Transportation, hereinafter referred to as STATE; and the Baldwin County Commission, hereinafter referred to as COMMISSION; in cooperation with the Federal Transit Administration, hereinafter referred to as FTA; and the Federal Highway Administration, hereinafter referred to as FHWA; and

WHEREAS, 23 U.S.C. 134 and 49 U.S.C. 5303 require that each urbanized area have a comprehensive, cooperative, continuing transportation planning process (commonly referred to as the “3-C” Process); and

WHEREAS, 23 U.S.C. 104 (f) and 49 U.S.C. 5303 authorize certain funds (commonly referred to as FHWA Planning funds and FTA 5303 Planning funds respectively) to be made available to designated transportation planning agencies for supporting the “3-C” Process; and

WHEREAS, the COMMISSION has been selected by principal elected officials as the designated transportation planning agency for the Eastern Shore urbanized area; and

WHEREAS, the STATE receives funds from FHWA and FTA, which include FHWA Planning Funds and FTA 5303 Planning funds to be made available to the COMMISSION for Transportation Planning for the Eastern Shore urbanized area; and

WHEREAS, the STATE receives funds from FHWA and FTA to be made available to the COMMISSION for project design, construction, utility work and the purchase of right-of-way for the Eastern Shore urbanized area; and

WHEREAS, the STATE and the COMMISSION desire to cooperate in the Agreement for administering U.S. Department of Transportation Financial Assistance for Transportation Planning; and

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated herein, do hereby mutually promise, stipulate, and agree as follows:

**PART TWO (2): FUNDING PROVISIONS**

**Funding:** Funding for this agreement is subject to availability of Federal Aid funds at the time of authorization. The STATE will not be liable for Federal Aid funds in any amount.

A. It is further understood that this is a cost reimbursement program and no Federal

funds will be provided to the COMMISSION prior to accomplishment of the work for which it is requested. Furthermore, no Federal funds will be reimbursed for work performed prior to authorization.

- B. Any Planning funds provided to the COMMISSION under this agreement will be used for transportation planning related activities and will be in accordance with the most current approved Unified Planning Work Program (UPWP).
- C. Any cost incurred by the COMMISSION relating to the UPWP that is determined to be ineligible for reimbursement by FHWA, or in excess of the limits previously stated, will not be an eligible cost and will be borne and paid by the COMMISSION.
- D. It is understood that the work is to be done on an actual cost basis. Payment will not exceed the total estimated funds budgeted in the most current approved UPWP.
- E. A Metropolitan Planning Organization's (MPO) UPWP may include funds carried over from prior fiscal years. If the MPO carries more funding from the year immediately prior than what is determined to be available after the final invoice, the MPO should amend the current UPWP to reduce the amount of carryover.
- F. All costs for work performed under the terms of this agreement will be financed, when eligible for federal participation, with FHWA Planning and/or FTA 5303 Planning funds and matching funds.
- G. The COMMISSION agrees that in the event the FHWA or FTA determines, due to rules and/or regulations of FHWA or FTA, that federal funds must be refunded, the COMMISSION will reimburse and pay to the STATE a sum of money equal to the total amount of federal funds to be refunded to FHWA or FTA.
- H. **Time Limit:** Charges may be made to the Unified Planning Work Program upon written authorization to proceed from FHWA directed to the COMMISSION.
- I. Any eligible costs incurred by the COMMISSION on or after October 1, 2021, will be reimbursable under this agreement.

### **PART THREE (3): PROJECT SERVICES**

- A. The COMMISSION and STATE are responsible for cooperatively developing financial plans that support the 3C Process. The Long-Range Transportation Plan (LRTP) shall be fiscally constrained pursuant to 23 CFR 450.324. Inflation rates shall reflect year-of-expenditure dollars. To support the development of the LRTP, the State shall provide the COMMISSION with a long-range forecast of expected State and Federal transportation revenues for the Metropolitan Planning Area. The State will also provide the COMMISSION with a listing of projects for which ALDOT has committed the aforementioned revenue. The MPO will, in turn, provide a LRTP that meets the requirements of 23 CFR 450.324.
- B. The Transportation Improvement Program (TIP) shall be fiscally constrained pursuant to 23 CFR 450.326. Inflation rates shall reflect year-of-expenditure dollars. To support the development of the TIP, the State shall provide a list of planned projects. This list may be provided using ALDOT's Comprehensive

Project Management System (CPMS), therefore requiring the COMMISSION to access and print the list of planned projects. The MPO will, in turn, provide a TIP that meets the requirements of 23 CFR 450.326.

- C. Within 90 days after the close of the Federal fiscal year, the State, Public Transportation Provider(s), and the COMMISSION shall cooperatively develop a listing of projects for which funds under 23 USC or 49 USC Chapter 53 were obligated in the preceding program year. This Annual Listing of Obligated Projects shall include all Federally funded projects authorized in the preceding program year, including all project phases. Each phase shall, at a minimum, include TIP project description, project reference ID, project sponsor, and other items requested by ALDOT. The Annual Listing of Obligated Projects will also identify, for each phase, the amount of Federal funds requested in the TIP, the Federal funding that was obligated during the preceding year, and the Federal funding remaining required to complete the entire project. The COMMISSION shall publish the Annual Listing of Obligated Projects in accordance with the MPO's Public Participation Plan.
- D. All work performed pursuant to this agreement will be completed to the satisfaction of the STATE within the time frame established by the most current approved Unified Planning Work Program.
- E. The use of planning funds by the COMMISSION for out-of-state travel must be approved by the STATE two weeks prior to the travel date. No approval will be required for in-state travel. The COMMISSION in Alabama will operate according to the General Services Administration (GSA) Rate for both in-state and out-of-state travel. The cost to stay at a hotel that is hosting the event will be reimbursable, even if above the GSA Rate. Other exemptions will be reviewed on a case by case basis. Required invoice documentation will be as follows:
  - 1. Meals & Incidentals – no documentation required;
  - 2. Mileage – map showing travel route;
  - 3. Air Travel – receipt required;
  - 4. Hotel – receipt required if more than GSA Rate;
  - 5. Registration – receipt required
- F. The purchase of all equipment financed in whole or in part pursuant to this agreement will be in accordance with STATE and Federal procedures, including normal STATE competitive bidding procedures, where appropriate. All purchases over Fifteen Hundred Dollars (\$1,500.00) must be approved by the STATE, in advance, in writing, to be eligible for reimbursement, unless it is detailed in the current UPWP and final cost is within 20% of the cost specified in that UPWP. All purchases over Five Thousand Dollars (\$5,000) must be approved by the FHWA, in advance, in writing, to be eligible for reimbursement, unless it is detailed in the current UPWP and final cost is within 20% of the cost specified in that UPWP.
- G. The COMMISSION must maintain a detailed inventory of equipment with a current per-unit fair-market value in excess of \$5,000, in accordance with 2 CFR 200.33, 2 CFR 200.94, 2 CFR 200.313, 2 CFR 200.439, and other related articles. This inventory must include any equipment financed in whole or in part with

FHWA Planning funds and FTA 5303 Planning funds. A copy of this inventory must be updated every two years and should remain on file with the COMMISSION.

- H. Any documents or other printed material produced under this agreement will be submitted to the STATE for proofreading and technical editing prior to their publication for final printing. A sufficient number of copies of such documents or other printed material will be published.
- I. The COMMISSION will submit to the STATE, at such time as the STATE may require, such progress reports, financial statements, data, records, contracts, and other documents as may be deemed necessary by the STATE.
- J. The use of any planning funds provided herein in accordance with the most current approved STATE consultant selection procedures.
- K. The COMMISSION will perform or have performed all services required to fulfill the purposes of this agreement.

#### **PART FOUR (4): CONTRACT PROVISIONS**

- A. The COMMISSION will not assign any portion of their work to be performed under this agreement, or execute any contract, amendment or change order hereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this agreement without prior written authorization of the STATE. Any subcontract under this agreement must include all required and/or applicable causes of this agreement.
- B. If the COMMISSION fails to fulfill in a timely and proper manner its obligations as stipulated in this agreement, or if the funds from FHWA and/or FTA under which this agreement is made are terminated by FHWA or FTA, or if any party to this agreement is unable to participate in the funding of costs as set forth herein, the STATE will have the right to terminate this contract by giving thirty days prior written notice to the COMMISSION of such termination and specifying the effective date thereof. Said notice will stipulate the reasons for termination and will be mailed by certified mail. If the COMMISSION is unable or unwilling to comply with such additional conditions as may be lawfully imposed by the STATE or FHWA or FTA on the grant or agreement under which the COMMISSION is performing, the COMMISSION will have the right to terminate the agreement by giving thirty days prior written notice to the STATE specifying the effective date thereof. Said notice shall stipulate the reasons for termination and will be mailed by certified mail. If termination necessitates disposal of property, all property will be disposed strictly in accordance with all STATE and Federal procedures. The COMMISSION will be entitled to compensation for any unreimbursed eligible expenses incurred.
- C. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the COMMISSION and the STATE, or otherwise arising between the parties to this agreement, will be referred to the Director of the State Department of Transportation and the Chairman of the local Metropolitan Planning Organization for a negotiated settlement.

- D. The COMMISSION will be responsible at all times for the work it performs under this Agreement and especially the COMMISSION will protect, defend, indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, employees, in both their official and individual capacities, and agents of each, from and against any and all claims, actions, damages, loss, liabilities, including attorney's fees and expenses whatsoever or any amount paid in compromise thereof arising out of or in connection with its performance of the work under this Agreement and this project and from and against these at any time arising out of or in connection with the performed work and project.

#### **PART FIVE (5): ACCOUNTING PROVISIONS**

- A. The COMMISSION will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. The COMMISSION may not invoice the STATE more frequently than once per month. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Local Transportation Bureau for payment. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, and unpaid, and the invoice will be notarized.
- B. The COMMISSION should submit a final invoice, as well as an Annual Report, for the work performed under a Unified Planning Work Program. Both documents should be received on or before the 3<sup>rd</sup> Monday in November.
- C. The COMMISSION will not assign any portion of their work to be performed under this agreement, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this agreement without prior written authorization of the STATE.
- D. The COMMISSION will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE. The COMMISSION must furnish to the STATE a copy of their approved indirect cost allocation plan two weeks prior to the submission of the first invoice.
- E. All charges will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.
- F. The COMMISSION will report to the STATE the progress of the work performed under the UPWP in such manner as the STATE may require. The COMMISSION will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect as may be requested by the STATE. The COMMISSION invoice submission should include the following:
1. Cover Letter showing, at a minimum, the requested dollar amount, time period, and project number;

2. Form F-25 or other form used by the ALDOT Finance Bureau;
  3. Recap Sheet showing, at a minimum, the total funds earned, the Federal funds earned, and the local match;
  4. Detailed information concerning salaries, fringe benefits, and indirect expenses;
  5. Detailed information concerning other charges;
  6. Summary report showing amount expended to-date as compared with the current UPWP. This page should be itemized by task or sub-task;
  7. Supplemental documentation for out-of-state trips to include the approval letter from the State (and FHWA if applicable) as well as the request letter and documentation submitted to the State;
  8. Supplemental documentation for in-state trips to include an expense report showing dates, destination, reason for trip, and GSA rate;
  9. Supplemental documentation for items over \$1,500 to include the approval letter from the State (and FHWA if applicable) as well as the request letter and documentation submitted to the State. Applicable pages from the approved Unified Planning Work Program may be substituted if no approval letter is required (see Part 3, Item F);
  10. Supplemental documentation for advertisements to include a copy or screenshot of the advertisement;
  11. Supplemental documentation for contract work to include a scope-of-work for the project;
  12. Supplemental documentation for membership dues to include the name and purpose of the organization for which membership is being requested;
  13. A list of other expenses in summarized form (i.e. postage, copies and printing, local travel, office supplies, meeting supplies, food for meetings)
- G. The COMMISSION will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the UPWP and any and all data and records which in any way relate to the UPWP or to the accomplishment of the UPWP. The COMMISSION will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the COMMISSION will give its full cooperation to those persons or their authorized representatives, as applicable.
- H. The COMMISSION will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.
- I. The COMMISSION will retain all books, records, and other documents relative to this Agreement for a minimum of five (5) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller

General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to and the right to examine any of said materials at all reasonable times during said period.

- J. A Single Audit will be performed on a yearly basis, in accordance with requirements of 2 CFR Part 200 and the Rules of the Department of Examiners of Public Accounts, for all non-Federal entities that expend more than \$750,000 during their fiscal year. The COMMISSION will submit to the Federal Audit Clearinghouse (FAC) the data form and reporting package described in 2 CFR 200.512(d). The COMMISSION must submit to ALDOT a copy of any management letters issued by an auditor. The COMMISSION will keep one copy of the above-mentioned data collection form and reporting package on file for three years from the date of submission to the FAC.

#### **PART SIX (6): MISCELLANEOUS PROVISIONS**

- A. By entering into this agreement, the COMMISSION is not an agent of the STATE, its officers, employees, agents, or assigns. The COMMISSION is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.
- B. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- C. No member, officer, or employee of the STATE or of a local public body during his tenure or one year thereafter will have any interest, direct or indirect, in this contract or the proceeds thereof.
- D. No member of, or delegate to the Congress of the United States, will be allowed to any share or part of this contract or to any benefit arising therefrom.
- E. The terms of this agreement may be modified by supplemental agreement duly executed by the parties hereto.
- F. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.
- G. The agreement for administering FHWA Planning funds and FTA 5303 Planning funds between the COMMISSION and the STATE executed on the **28<sup>th</sup> day of September 2012** is hereby made null and void.
- H. Nothing will be construed under the terms of this agreement by the STATE or the COMMISSION that will cause any conflict with Section 23-1-63, Code of Alabama, 1975.
- I. Exhibits A, E, H, M, and N are hereby attached to and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

ATTEST:

By: \_\_\_\_\_  
County Administrator (Signature)

By: \_\_\_\_\_  
Chairman, Baldwin County Commission

\_\_\_\_\_  
Print Name of County Administrator

\_\_\_\_\_  
Print Name of Chairman

(AFFIX SEAL)

This agreement has been legally reviewed and approved as to form and content.

By: \_\_\_\_\_  
William F. Patty  
Chief Counsel

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
Bradley L. Lindsey, P.E.  
State Local Transportation Engineer

\_\_\_\_\_  
Edward N. Austin, P. E.  
Chief Engineer

STATE OF ALABAMA, ACTING BY AND THROUGH  
THE ALABAMA DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND  
SIGNED BY THE GOVERNOR ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
KAY IVEY  
GOVERNOR, STATE OF ALABAMA



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0933, **Version:** 1

**Item #:** BN3

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/15/2021

**Item Status:** New

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

Tyler Mitchell, P.E., Construction Manager

Mike Campbell, Engineering Technician I

**Submitted by:** Halley Black, Office Manager

---

### ITEM TITLE

License Agreement #21006 - Cedar Point - Right-of-Way

### STAFF RECOMMENDATION

Approve License Agreement #21006 permitting Mr. Thomas James Wolff to maintain the existing driveway on Cedar Point right-of-way to access his property. (The term of this agreement shall commence on the date of full execution. License for Maintenance shall be indefinite according to the terms of the agreement.)

### BACKGROUND INFORMATION

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

**Background:** Mr. Wolff desires to maintain the existing driveway on Cedar Point right-of-way to access his property.

### 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 have License Agreement executed by the Chairman and forward the original to the County Engineer. Mike Campbell will issue the License Agreement and conduct all necessary follow-up inspections on maintenance performed.

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

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

**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 **Thomas James Wolff** (“Licensee”), with an address at **6835 US Hwy 98 Fairhope, Alabama 36532.**

**WITNESSETH:**

WHEREAS, Licensor is the owner of the real property described as **Cedar Point 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 **maintaining existing driveway on right-of-way**; 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, **Thomas James Wolff**, a revocable, non-exclusive and temporary license (the “License”) to enter upon the Property as is reasonably required to **maintain existing driveway on right-of-way**. The Property shall be used for the sole purpose of **accessing property**. 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 **Cedar Point 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

N/A. 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 Licensor below.

LICENSEE:

Thomas James Wolff

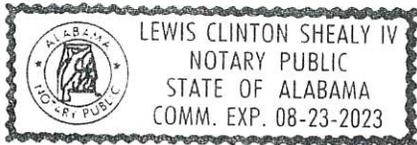
BY: Thomas James Wolff 4/22/2021  
/Date

State of Alabama )

County of Baldwin )

I, Lewis Clinton Shealy IV, a Notary Public in and for said County, in said State, hereby certify that Thomas James Wolff, 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 22<sup>nd</sup> day of April, 2020.



Lewis Clinton Shealy IV  
Notary Public

My Commission Expires: 08/23/2023

**LICENSOR:**

BALDWIN COUNTY, ALABAMA

**ATTEST:**

\_\_\_\_\_/\_\_\_\_\_  
Wayne Dyess /Date  
County Administrator

\_\_\_\_\_/\_\_\_\_\_  
Joe Davis, III /Date  
Chairman

State of Alabama )  
County of Baldwin )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that Joe Davis, III 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 \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

# LA# 21006 Thomas James Wolff Vicinity Map

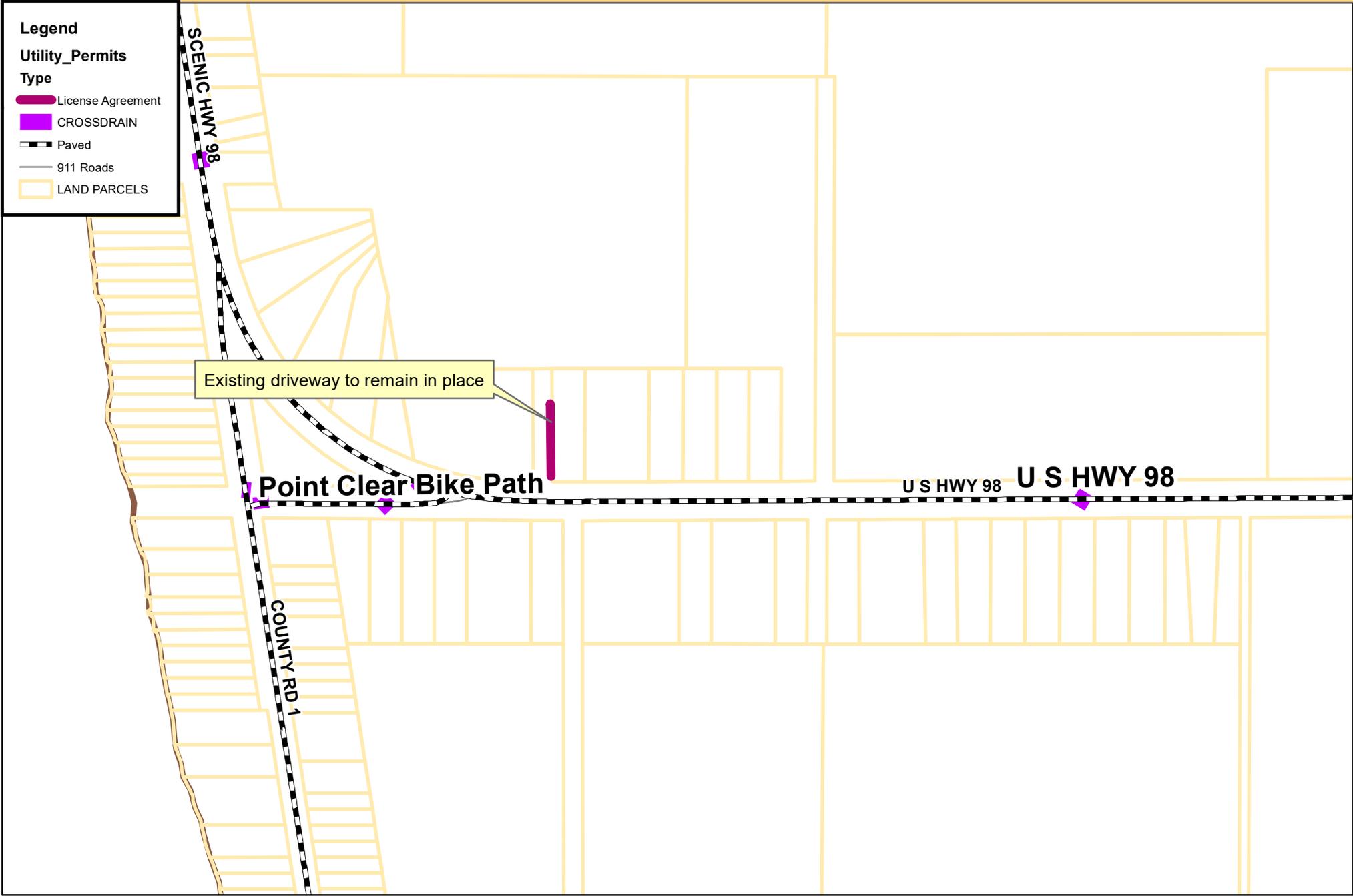


**Legend**

**Utility\_Permits**

**Type**

- License Agreement
- CROSSDRAIN
- Paved
- 911 Roads
- LAND PARCELS



# LA# 21006 Thomas James Wolff Site Map



## Legend

### Utility\_Permits

#### Type

 License Agreement

 CROSSDRAIN

 Paved

 911 Roads

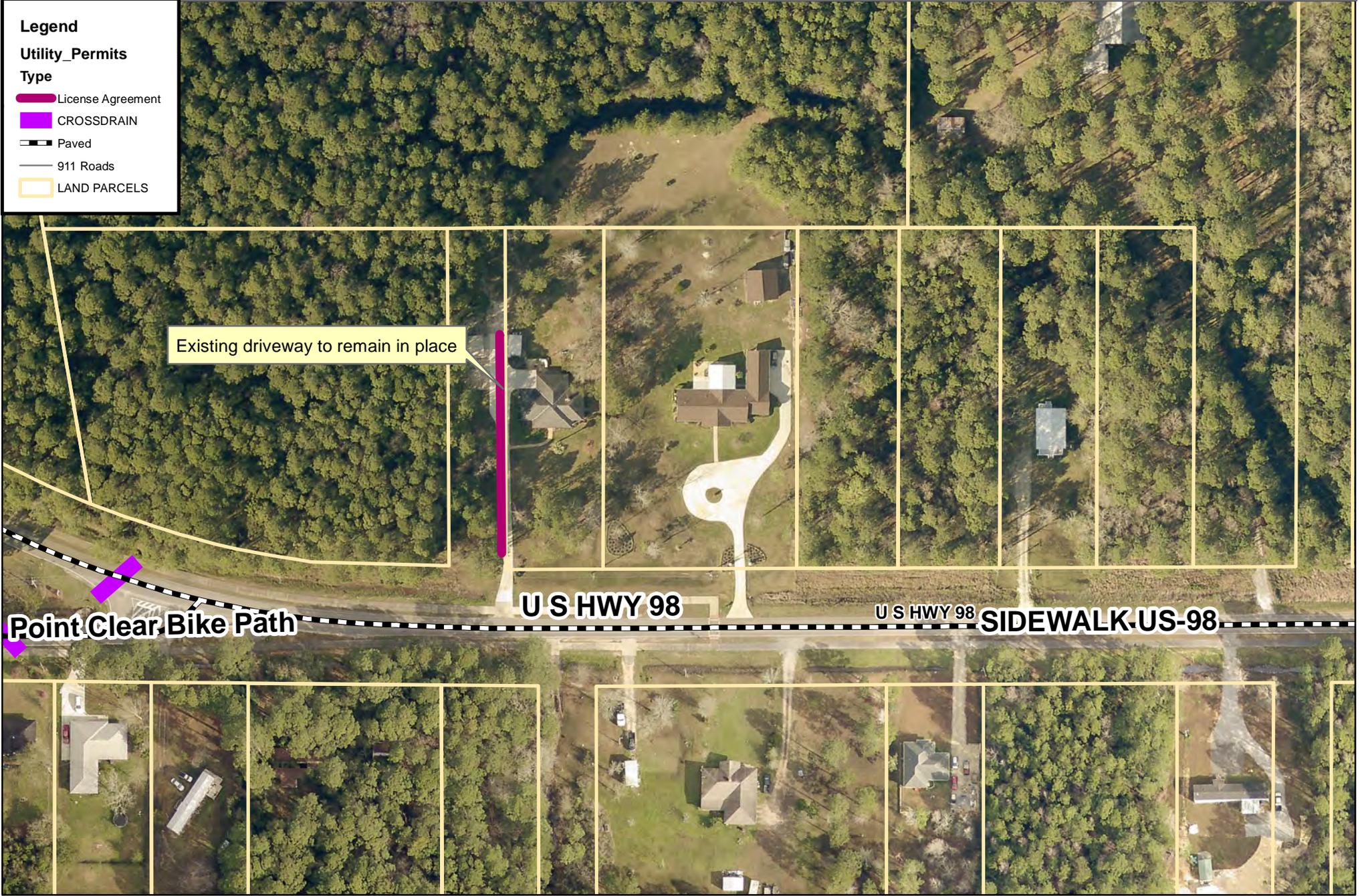
 LAND PARCELS

Existing driveway to remain in place

**Point Clear Bike Path**

**U S HWY 98**

**U S HWY 98 SIDEWALK-US-98**





# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0914, **Version:** 1

**Item #:** BN4

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/15/2021

**Item Status:** New

**From:** Joey Nunnally, P.E., County Engineer  
Sarah Hart Sislak, MPO Coordinator

**Submitted by:** Lisa Sangster, Administration Support Specialist IV

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### **ITEM TITLE**

Memorandum of Agreement Regarding the Administration of Federal Transit Administration 5307 Funds for the Pensacola, Florida-Alabama Urbanized Area

### **STAFF RECOMMENDATION**

Approve a Memorandum of Agreement between Baldwin County, Escambia County, Florida and the City of Orange Beach regarding the administration of Federal Transit Administration (FTA) 5307 Funds apportioned to the Orange Beach and Lillian areas in Baldwin County. (This agreement shall be effective upon date of its full execution and shall continue for a term of three (3) years as long as Escambia County, Florida is the direct recipient and manager of the FTA 5307 funds.)

### **BACKGROUND INFORMATION**

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

**Background:** Portions of the Florida-Alabama Transportation Planning Organization (FL-AL TPO) urban area extend into Alabama. These areas include Lillian and Orange Beach. The urban area receives a certain amount of federal public transit funds (5307 funds) each fiscal year. Escambia County, Florida and Escambia County Area Transit (ECAT) are the direct recipients of these funds. This Memorandum of Agreement stipulates the process for 5307 funds that are apportioned to Alabama and reserves those funds for use by Baldwin County and Orange Beach for projects within the FL-AL TPO urban area.

### **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:** Brad Hicks, County Attorney/Finley Reeves (approved 03/03/21) - los

**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 prepare correspondence and have Chairman sign three (3) original agreements. Return to Sarah Hart Sislak for submission to Escambia County, Florida.

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

Contacts:

Mr. Robert Bender, Chairperson  
Escambia County Board of Commissioners  
Post Office Box 11399  
Pensacola, Florida 32524-1399

The Honorable Tony Kennon  
Mayor  
City of Orange Beach  
Post Office Box 458  
Orange Beach, Alabama 36561

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

**MEMORANDUM OF AGREEMENT REGARDING THE ADMINISTRATION OF  
FEDERAL TRANSIT ADMINISTRATION 5307 FUNDS  
FOR THE PENSACOLA, FLORIDA-ALABAMA URBANIZED AREA**

This Agreement is made and entered by and between Escambia County, a political subdivision of the State of Florida, acting through its Board of County Commissioners (hereinafter "Escambia County"), Baldwin County, a political subdivision of the State of Alabama, acting by and through the Baldwin County Commission (hereinafter referred to as "Baldwin County"), and the City of Orange Beach (hereinafter referred to as "Orange Beach").

**WITNESSETH:**

**WHEREAS**, Escambia County is the direct recipient and manager of all Federal Transit Administration (FTA) 5307 funds for the Pensacola, Florida-Alabama Urbanized Area (hereafter "Pensacola UZA"); and

**WHEREAS**, the Pensacola UZA includes the City of Orange Beach and portions of Baldwin County, Alabama; and

**WHEREAS**, Escambia County Area Transit (hereafter "ECAT"), a fixed-route public transportation service provided by Escambia County, does not provide public transit service in Baldwin County; and

**WHEREAS**, the Fixing America's Surface Transportation (FAST) Act (Pub. L. No. 114-94) (hereafter "FAST Act") apportions the Pensacola UZA 5307 funds between the Pensacola UZA in Florida and the Pensacola UZA in Alabama.

**NOW, THEREFORE**, Baldwin County, Escambia County, and Orange Beach, hereby acknowledge and agree as follows:

1. The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.
2. Escambia County, by and through ECAT, will continue to receive and manage the Pensacola UZA's entire apportionment of 5307 funds, and will keep an accounting of those 5307 funds specifically apportioned by FAST Act to the Pensacola UZA in Alabama.
3. Baldwin County will submit project(s) to ECAT for programming 5307 funds and to the Florida-Alabama Transportation Planning Organization (TPO) for inclusion in the TPO's Transportation Improvement Program (TIP). Baldwin County will invoice ECAT to receive reimbursement for project costs from Baldwin County's portion of the 5307 funds.
4. Subject to all applicable laws, rules, and regulations, this Agreement shall become effective upon the same date as its full execution and shall continue from the date of full execution for a term of three (3) years so long as Escambia County is the direct recipient and manager of the FTA 5307 funds for the Pensacola UZA which are apportioned or appropriated for use in the Urbanized Area in Alabama.



**Baldwin County Commission**

\_\_\_\_\_  
Chairperson: Joe Davis III

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
County Administrator: Wayne Dyess

STATE OF ALABAMA     )  
COUNTY OF BALDWIN    )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that Joe Davis III, as Chairperson of the Baldwin County Commission, and whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this date that, being informed of the contents of said instrument, he executed the same voluntarily for and as an act of the Baldwin County Commission.

Given under my hand and official seal, this the \_\_ day of \_\_\_\_\_, 2021.

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

  
\_\_\_\_\_  
Mayor: Tony Kennon

5/13/2021  
\_\_\_\_\_  
Date

STATE OF ALABAMA     )  
COUNTY OF BALDWIN    )

I, Holly Oliver Bryant, a Notary Public in and for said County, in said State, hereby certify that Tony Kennon, as Mayor of the City of Orange Beach, and whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this date that, being informed of the contents of said instrument, he executed the same voluntarily for and as an act of the City of Orange Beach.

Given under my hand and official seal, this the 13<sup>th</sup> day of May, 2021.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: May 7, 2024



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0951, **Version:** 2

**Item #:** BQ1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/15/2021

**Item Status:** Replacement

**From:** Eddie Harper, Building Official

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

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### ITEM TITLE

\*Building Inspection Department - Personnel and Position Changes

### STAFF RECOMMENDATION

Take the following actions:

- 1) Reclassify Murray Authement from the Chief Building Inspector position (PID #5539) grade S316 (\$59,490.64 annually) to a Deputy Building Official, grade S318 (\$68,685.00 annually); and
- 2) Reclassify Mindy Smith, Permit Administrator, from grade S313 (\$51,898.49 annually) to grade S316 (\$58,000.00 annually); and
- 3) Reclassify Danielle Brazwell, Permit Technician I, from grade 305 (\$17.536 per hour / \$36,474.88 annually) to grade 306 (\$17.974 per hour / \$37,385.92 annually); and
- 4) Reclassify Fabia Waters, Permit Technician I, from grade 305 (\$14.898 per hour / \$30,987.84 annually) to grade 306 (\$15.270 per hour / \$31,761.60 annually); and
- 5) Approve the promotion of Ashley Anderson from the Building Inspector II position (PID #5595), grade 310 (\$20.00 per hour / \$41,600.00 annually), to fill the open Building Inspector III position (PID #5278) grade 315 (\$24.030 per hour / \$49,982.40 annually); and
- 6) Create two (2) Building Inspector III positions (PIDs #TBD), grade 315; and
- 7) Create one (1) Chief Permit Technician position (PID #TBD), grade 312; and
- 8) Abolish the Building Inspector II position (PID #5595); and
- 10) Approve the updated organizational chart for the Building Inspections Department; and
- 11) Approve the updated position descriptions for Chief Permit Technician, Deputy Building Official,

Permit Administrator, and Permit Technician I.

These actions will be effective no sooner than June 21, 2021.

### **BACKGROUND INFORMATION**

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

#### **Background:**

This item was replaced due to a previously incorrect salary grade on item #1 and the applicant for hire was removed due to acceptance of position being rescinded.

Due to Senate Bill 107 the Building Department territory coverage will increase substantially starting July 27, 2021. The workload and the responsibilities will increase for our entire staff and above some original job descriptions. Adding a second Deputy Building Official is necessary to allow each office to have a qualified staff member in the office that can approve documentation and make code decisions in addition to and in the absence of the Building Official. The Permit Administrator will have additional duties in assisting the Planning and Zoning Department and the Highway Department with implementing, merge and maintaining new software to meet the additional workload created by SB107.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** Approximately \$125,597.47 - not currently budgeted

**Budget line item(s) to be used:** 10052710.51130

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

Yes, this increase in departmental expenses offset by increased revenues generated by building permits issued in the expanded geographic area's.

### **LEGAL IMPACT**

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

N/A

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

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

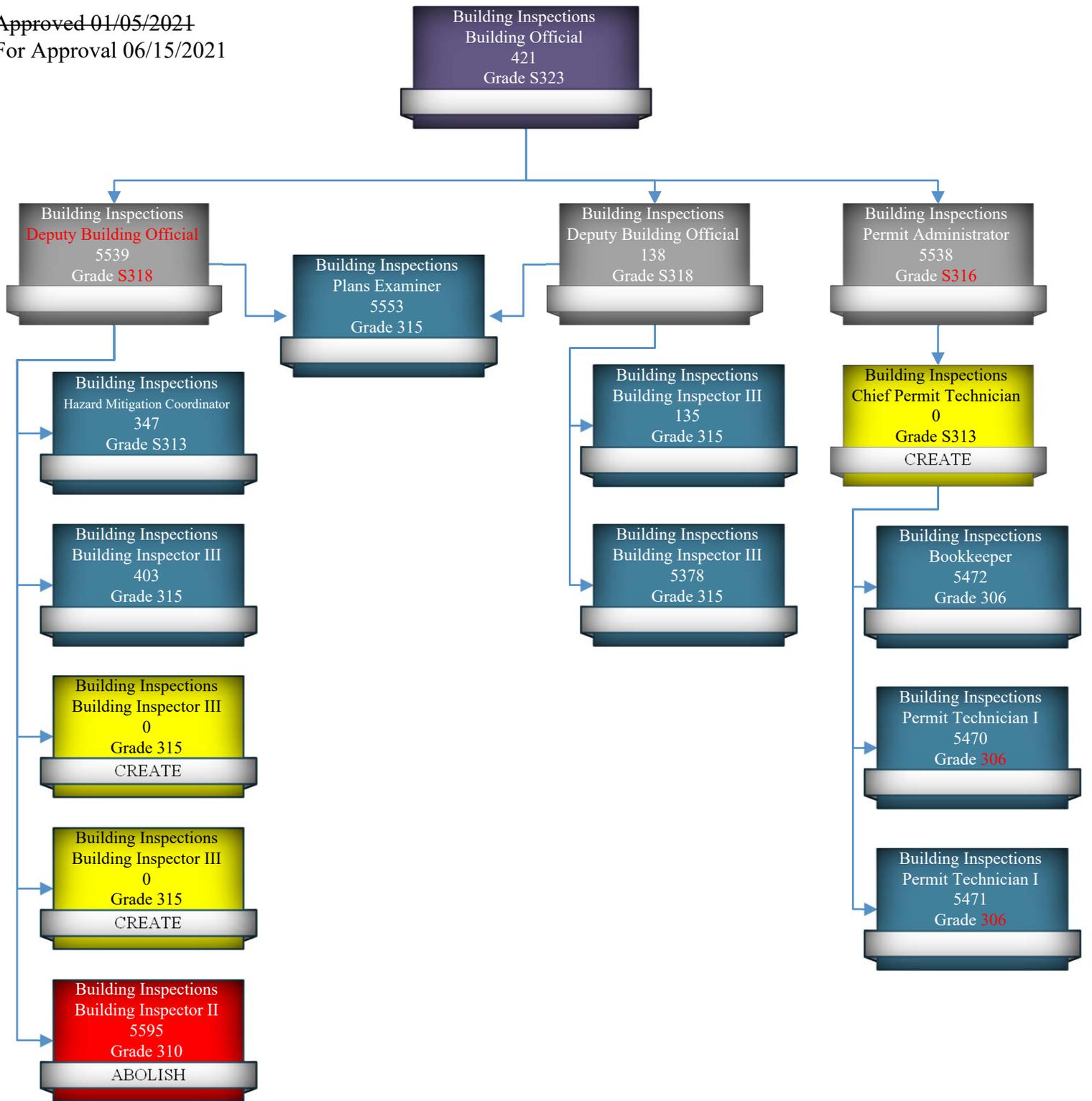
**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Personnel - Implement Changes

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

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

Approved 01/05/2021  
For Approval 06/15/2021



## **POSITION DESCRIPTION**

Title: Chief Permit Technician  
Department: Building Inspection  
Job Analysis: June 2021

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

### **Relationships**

Reports to: Building Official, Deputy Building Official, Permit Administrator  
Subordinate Staff: Bookkeeper, Permit Technicians  
Internal Contacts: Members of Building Department, County Employees  
External Contacts: Building Contractors, Architects, Surveyors, General Public  
Status: Classified/Non-Exempt (312)

### **Job Summary**

The Chief Permit Technician will assist Building Official, Deputy Building Official, Hazard Mitigation Coordinator, and Permit Administrator in all daily duties; supervise subordinate staff; answer questions concerning permits and construction requirements; refer code questions to appropriate staff; issue building, electrical, mechanical/HVAC, plumbing permits; maintain filing system; perform file searches.

### **Job Domain**

#### **A. Permitting**

1. Issue building, electrical, mechanical/HVAC, and plumbing permits to licensed contractors.
2. Verify that contractors are state licensed; if not, give appropriate information.
3. Make copy of building permits issued for public review.
4. Maintain a running list of all permits issued for each month.
5. Maintain filing system, purge files, and perform file searches when needed.
6. Schedule daily inspections.
7. Issue Certificate of Occupancies

#### **B. Accounting**

1. Maintain journal sheets daily.

2. Make sure journal sheets, permits, and money collected all match.
3. Make bank deposits daily.
4. Compile month end permits, all permit totals should match.

#### C. Flood Determinations

1. Provide flood determinations to the general public, a copy of each determination goes to Hazard Mitigation Coordinator for the CRS Program (Community Rating System).
2. Elevation Certificates when received for a job file, make sure all information is correct, make a copy and give to the Hazard Mitigation Coordinator for the CRS program.
3. Maintain and organize FEMA flood maps (FIRM's).

#### D. Managerial

1. Supervise subordinate staff.
2. Maintain personnel vacation calendar, approve timecards.
3. Assist scheduling meetings for the Baldwin County Building Code of Appeals, Baldwin County Flood Damage Prevention Ordinance Board of Adjustment, compile the minutes for each board meeting.
4. Assist public on all office related procedures, requirements, etc.
5. Prepare and figure plan review fees and building permit fees.

#### E. Miscellaneous

1. Use of a two-way radio system.
2. Able to type and use computer.
3. Greet and assist public with general construction questions.
4. Answer telephone.
5. Receive, open and sort incoming mail.
6. Assist Building Official, Deputy Building Official, Building Inspectors, Hazard Mitigation Coordinator, or Permit Administrator, when needed.

#### **Minimum Qualifications**

1. Must have a valid driver's license.
2. Must be willing to travel throughout Baldwin County.
3. High School Diploma or GED required. College degree preferred.
4. Minimum two (2) years' experience in clerical, administrative, or secretarial field. (Associates degree in business may substitute for one (1) year of experience.)
5. Must be registered as a Certified Permit Technician by the International Building Code Council at time of hire, or within 12 months of hire date.

## POSITION DESCRIPTION

Title: Deputy Building Official  
Department: Building Inspection  
Job Analysis: Dec 1986, Nov 1998, Aug 2005, Sept 2011, Aug 2015, Aug 2019,  
~~June 2021~~

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

### Relationships

Reports to: Building Official ~~Hazard Mitigation Coordinator~~  
Subordinate Staff: Building Inspectors, Plans Examiner, Hazard Mitigation Coordinator, Permit Administrator, Chief Permit Technician, Bookkeeper,  
~~None~~ Permit Technicians  
Internal Contacts: Members of Building ~~Inspection~~ Department, County Commission, County Employees  
External Contacts: Contractors, Architects, Engineers, Surveyors, General Public  
Status: Classified/Exempt (S318)

### Job Summary

Inspects buildings to ensure compliance with the International Building Codes and other building, construction codes, and ordinances. Compliance is ordered when deficiencies or infractions are discovered. Explains and interprets codes, ordinances, etc., as requested. In the event of the absence of the Building Official assumes all the responsibilities and permission to enforce codes, in accordance with the responsibilities of the Building Official and Deputy Building Official as defined in the International Building Codes. Supervises staff at their assigned office on a daily basis.

### Job Domain

#### A. Site Inspections

1. Make inspections of old and new building structures, swimming pools, other structures to ensure that they meet approved plans, building, fire and other applicable codes and ordinances.
2. Require corrections to be made when deficiencies are discovered.
3. Assist builders and owners in determining how such corrections may be made to achieve code conformance.
4. Inspect old and dangerous structures which may be subject to condemnation especially for fire and safety hazards.
5. Check sites of demolished buildings for compliance to County requirements.

6. Make assigned inspections of a residence including foundation, roof, chimneys, floors, walls, etc., write detailed report of findings.
7. Notify owners and tenants of violations.
8. Inspect for life safety compliance and structural compliance.

#### B. Office Duties

1. Supervise subordinate staff in their assigned office.
2. Perform Personnel appraisals for Building Inspectors in their assigned office.
3. Operate permitting software.
4. Consult with and advise persons concerning construction matters.
5. Explain and interpret codes, specifications, trade publications, etc., as required.
6. Review and study building codes, revisions, directives, etc.

#### C. Plan Review & Evaluation

1. Review plans for compliance with electrical, mechanical, plumbing and building codes, as needed.
2. Must have ability and training to effectively administer flood regulations, approve elevation certificates and issue and approve Floodplain Development permits in flood prone areas.

#### D. Miscellaneous

1. Provide information on building requirements in the field and by telephone.
2. Perform area surveillance for unpermitted building construction.
3. Responsible for routine maintenance on county vehicle.
4. Make inspections on mobile homes including tie-down, electrical connection, sewer hookup, in compliance with applicable codes.
5. Inspect temporary electric installation for compliance with utility companies' requirement.

### **Knowledge, Skills, and Abilities**

1. Skills to communicate effectively at all levels with all persons involved in the building trades.
2. Math skills to compute square footage, cost of permits, electrical, mechanical, plumbing requirements.
3. Skills to communicate effectively with general public and various government agencies.
4. Reading skills to understand building codes, construction reports, plans, blueprints, etc.
5. Good knowledge of all types of building construction materials and methods and stages of construction at which possible violations and defects may be most easily observed and corrected.
6. Good knowledge of International Building codes, local building codes and related laws and ordinances.
7. Ability to detect structural and other faults and to appraise for quality of construction and physical depreciation.
8. Ability to read and interpret plans and compare them with construction in progress.
9. Ability to determine inspection priorities when appropriate.
10. Ability to establish and maintain effective working relationships with builders, owners, contractors and public.
11. Ability to suggest modifications which will bring structures into code compliance.
12. Ability to work independently and to make decisions requiring technical discretion and judgment.

### **Other Characteristics**

1. Must be willing to travel throughout the County and on technical trips.
2. Willing to work nonstandard hours as necessary.
3. Willing to travel out of County as needed.
4. Willing to attend meetings, conferences, workshops, and training sessions as related in assigned work area.

### **Minimum Requirements**

1. Two (2) years trade school or college course work in the building and construction trades and/or considerable related experience.
2. Possess a valid driver's license.
3. Certified Building Official by ICC (International Code Council) at time of employment, or to be obtained within 18 months of hire date.
4. Certified as a Floodplain manager by the ASFPM (Association of Floodplain Managers) at time of employment, or to be obtained within 18 months of hire date.

## POSITION DESCRIPTION

Title: Permit Administrator  
Department: Building Inspection  
Job Analysis: February 2020, June 2020, **June 2021**

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

### Relationships

Reports to: Building Official, Deputy Building Official  
Subordinate Staff: Bookkeeper, Permit Technicians  
Internal Contacts: Members of Building Inspection Department, County Employees  
External Contact: Building Contractors, Architects, Surveyors, General Public, Online Software Support Team  
Status: Classified/Exempt (~~S313~~ **S316**)

### Job Summary

The Permit Administrator works with software developers to create and maintain online permitting/inspection software. Additionally, this position will continually administer the permitting software, work with other departments to integrate the permitting software, train all existing and new employees on the use of the software, work with public to utilize software. Maintain inventory supplies, assist with Hazard Mitigation Coordinator duties, supervise the Bookkeeper and Permit Technicians, assistant to the Building Official.

### Job Domain

#### A. Permitting Software

1. Work with permit software company on design and implementation.
2. Create and design all permits and inspection reports for permit software.
3. Create reports for Building Official as needed.
4. Train all personnel to utilize permit software.

5. Coordinate with Planning Department to integrate online Permitting and Planning Modules.

#### B. Managerial

1. Supervise Bookkeeper in Bay Minette office and Permit Technicians in Foley and Fairhope offices.
2. Maintain office supply inventory.
3. Assist public on all office related procedures, requirements, etc.
4. Maintains personnel vacation calendar, approves timecards.
5. Schedule meetings for the Baldwin County Building Code of Appeals, Baldwin County Flood Damage Prevention Ordinance Board of Adjustment, compile the minutes for each board meeting.
6. Schedule meetings and appointments for Building Official.
7. Assist Building Official, Deputy Building Official, Hazard Mitigation Coordinator, and Building Inspectors as needed.
8. Prepare and figure plan review fees and building permit fees for large commercial projects.

#### C. Office Duties

1. Supply reports to Building Official as needed.
2. Supply reports for all department programs as needed (i.e. CRS, Coastal, Hazard Mitigation).
3. Set-up and maintain permitting kiosks at all 3 office locations for public use of online Permit Software.

#### D. Miscellaneous

1. Assist with Hazard Mitigation duties, when needed.
2. Issue building, plumbing, electrical and HVAC permits, when needed.
3. Assist public with using online permit software and general questions.

### **Knowledge, Skills, and Abilities**

1. Skills to communicate effectively at all levels with all persons involved in the building trades.
2. Math skills to compute cost of permits.
3. Fluency in the English language, both written and verbal
4. Ability to speak with a clear, well-modulated voice and to use proper grammar.
5. Ability to quickly convey concise and accurate information.
6. Ability to respond to difficult situations with tact and diplomacy.
7. Ability to complete multiple tasks simultaneously.
8. Comprehensive skills in all Microsoft Office products as well as coding.

## **Minimum Qualifications**

1. High School Diploma or GED required. College degree preferred.
2. Minimum two (2) years' experience in clerical, administrative, or secretarial field.  
(Associates degree in business may substitute for one (1) year of experience.)
3. Extensive computer knowledge in Word, Excel, PowerPoint and coding.
4. Must be registered as a Certified Permit Technician by the International Building Code Council at time of hire, or within 12 months of hire date.
5. Work experience in government desirable.

## POSITION DESCRIPTION

Title: Permit Technician I  
Department: Building Inspection  
Job Analysis: November 2011, October 2019, June 2020, June 2021

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

### Relationships

Reports to: Building Official, Deputy Building Official, Permit Administrator  
Subordinate Staff: None  
Internal Contacts: Members of Building Inspection Department, County Employees  
External Contacts: Building Contractors, Architects, Surveyors, General Public  
Status: Classified/Non-Exempt (~~305~~-306)

### Job Summary

Greet public, answers questions concerning construction, refers code questions to Building Inspectors, issues building, electrical, HVAC, plumbing permits, maintain filing system, perform file searches when needed.

### Job Domain

#### A. Permitting

1. Issue all building, electrical, HVAC & plumbing permits, to licensed contractors.
2. Verify that contractors are state licensed, if not give appropriate information.
3. Make copy of building permits issued, for public review.
4. Maintain a running list of all permits issued for each month.
5. Maintain filing system, purge files and perform file searches when needed.
6. Schedule daily inspections.
7. Issue Certificate of Occupancies.

#### B. Accounting

1. Maintain journal sheets on a daily basis.
2. Make sure journal sheets, permits and money collected all match.
3. Make bank deposits on a daily basis.
4. Compile month end permits, IR-OR report, all permit total should match.

### C. Flood Determinations

1. Provide flood determinations to the general public, a copy of each determination goes to Hazard Mitigation Coordinator for the CRS Program (Community Rating System).
2. Elevation Certificates when received for a job file, make sure all information is correct, make a copy and give to the Hazard Mitigation Coordinator for the CRS program.
3. Maintain and organize FEMA flood maps (FIRM's).

### D. Miscellaneous

1. Use of a two-way radio system.
2. Able to type and use computer.
3. Greet and assist public with general construction questions.
4. Answer telephone.
5. Receive, open and sort incoming mail.
6. Assist Building Official, Deputy Building Official, Building Inspectors, Hazard Mitigation Coordinator, or Permit Administrator, when needed.

### **Minimum Qualifications**

1. Must have a valid driver's license.
2. Must be willing to travel throughout Baldwin County.
3. High School Diploma or GED required. College degree preferred.
4. Minimum two (2) years' experience in clerical, administrative, or secretarial field. (Associates degree in business may substitute for one (1) year of experience.)
5. Must be registered as a Certified Permit Technician by the International Building Code Council at time of hire, or within 12 months of hire date.



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0951, **Version:** 1

**Item #:** BQ1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/15/2021

**Item Status:** New

**From:** Eddie Harper, Building Official

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

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### ITEM TITLE

Building Inspection Department - Personnel and Position Changes

### STAFF RECOMMENDATION

Take the following actions:

- 1) Reclassify Murray Authement from the Chief Building Inspector position (PID #5539) grade S316 (\$59,490.64 annually) to a Deputy Building Official, grade S319 (\$68,685.00 annually); and
- 2) Reclassify Mindy Smith, Permit Administrator, from grade S313 (\$51,898.49 annually) to grade S316 (\$58,000.00 annually); and
- 3) Reclassify Danielle Brazwell, Permit Technician I, from grade 305 (\$17.536 per hour / \$36,474.88 annually) to grade 306 (\$17.974 per hour / \$37,385.92 annually); and
- 4) Reclassify Fabia Waters, Permit Technician I, from grade 305 (\$14.898 per hour / \$30,987.84 annually) to grade 306 (\$15.270 per hour / \$31,761.60 annually); and
- 5) Approve the promotion of Ashley Anderson from the Building Inspector II position (PID #5595), grade 310 (\$20.00 per hour / \$41,600.00 annually), to fill the open Building Inspector III position (PID #5278) grade 315 (\$24.030 per hour / \$49,982.40 annually); and
- 6) Create two (2) Building Inspector III positions (PIDs #TBD), grade 315; and
- 7) Create one (1) Chief Permit Technician position (PID #TBD), grade 312; and
- 8) Approve the employment of Jim Replugle to fill the Building Inspector III position (PID #TBD), grade 315 (\$25.00 per hour / \$52,000.00 annually), with said salary due to experience; and
- 9) Abolish the Building Inspector II position (PID #5595); and

10) Approve the updated organizational chart for the Building Inspections Department; and

11) Approve the updated position descriptions for Chief Permit Technician, Deputy Building Official, Permit Administrator, and Permit Technician I.

These actions will be effective no sooner than June 21, 2021.

### **BACKGROUND INFORMATION**

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

**Background:** Due to Senate Bill 107 the Building Department territory coverage will increase substantially starting July 27, 2021. The workload and the responsibilities will increase for our entire staff and above some original job descriptions. Adding a second Deputy Building Official is necessary to allow each office to have a qualified staff member in the office that can approve documentation and make code decisions in addition to and in the absence of the Building Official. The Permit Administrator will have additional duties in assisting the Planning and Zoning Department and the Highway Department with implementing, merge and maintaining new software to meet the additional workload created by SB107.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** Approximately \$125,597.47 - not currently budgeted

**Budget line item(s) to be used:** 10052710.51130

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

Yes, this increase in departmental expenses offset by increased revenues generated by building permits issued in the expanded geographic area's.

### **LEGAL IMPACT**

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

N/A

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

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

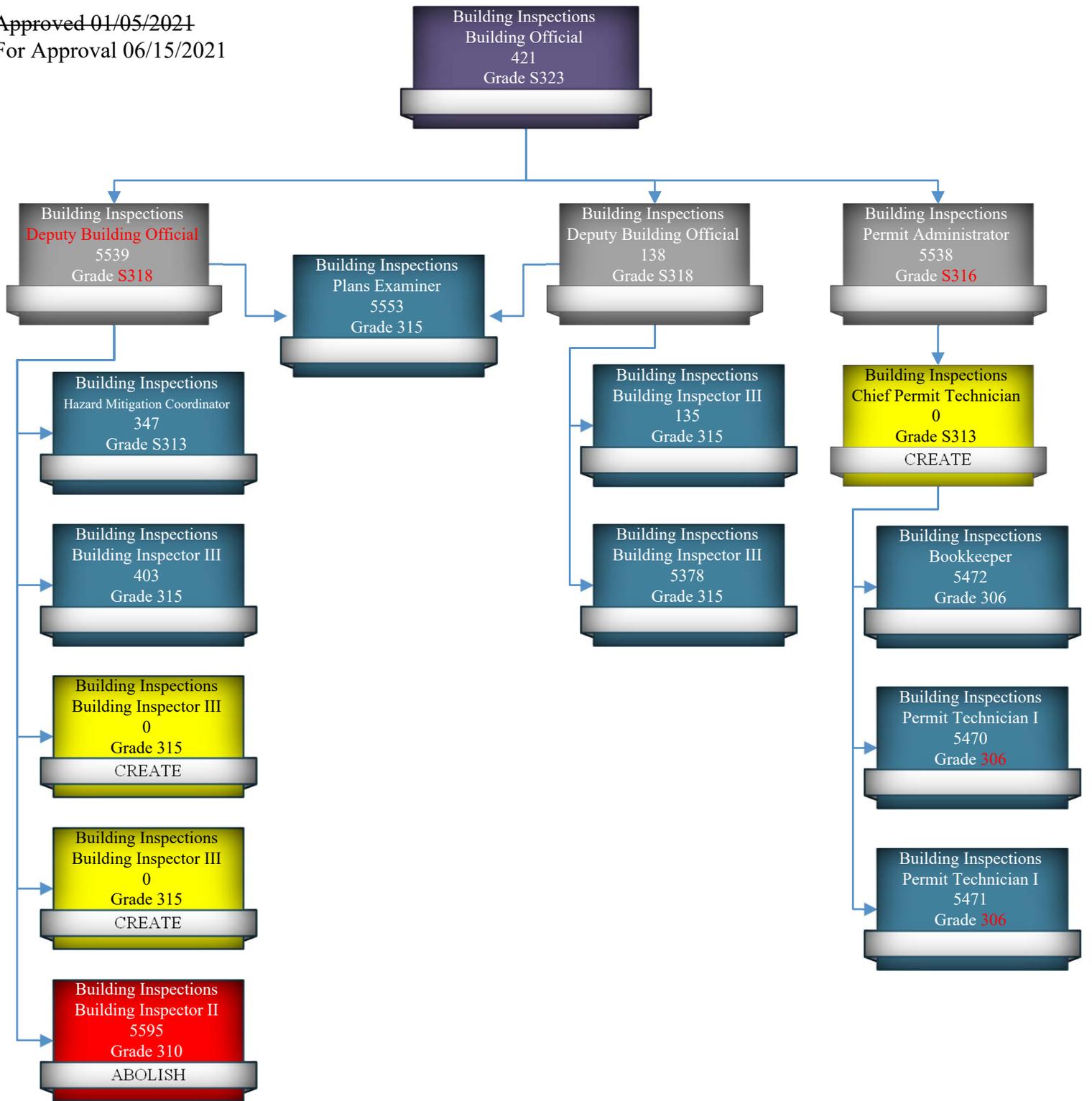
**For time-sensitive follow up, select deadline date for follow up: N/A**

**Individual(s) responsible for follow up: Personnel - Implement Changes**

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

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

Approved 01/05/2021  
For Approval 06/15/2021



## **POSITION DESCRIPTION**

Title: Chief Permit Technician  
Department: Building Inspection  
Job Analysis: June 2021

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

### **Relationships**

Reports to: Building Official, Deputy Building Official, Permit Administrator  
Subordinate Staff: Bookkeeper, Permit Technicians  
Internal Contacts: Members of Building Department, County Employees  
External Contacts: Building Contractors, Architects, Surveyors, General Public  
Status: Classified/Non-Exempt (312)

### **Job Summary**

The Chief Permit Technician will assist Building Official, Deputy Building Official, Hazard Mitigation Coordinator, and Permit Administrator in all daily duties; supervise subordinate staff; answer questions concerning permits and construction requirements; refer code questions to appropriate staff; issue building, electrical, mechanical/HVAC, plumbing permits; maintain filing system; perform file searches.

### **Job Domain**

#### **A. Permitting**

1. Issue building, electrical, mechanical/HVAC, and plumbing permits to licensed contractors.
2. Verify that contractors are state licensed; if not, give appropriate information.
3. Make copy of building permits issued for public review.
4. Maintain a running list of all permits issued for each month.
5. Maintain filing system, purge files, and perform file searches when needed.
6. Schedule daily inspections.
7. Issue Certificate of Occupancies

#### **B. Accounting**

1. Maintain journal sheets daily.

2. Make sure journal sheets, permits, and money collected all match.
3. Make bank deposits daily.
4. Compile month end permits, all permit totals should match.

#### C. Flood Determinations

1. Provide flood determinations to the general public, a copy of each determination goes to Hazard Mitigation Coordinator for the CRS Program (Community Rating System).
2. Elevation Certificates when received for a job file, make sure all information is correct, make a copy and give to the Hazard Mitigation Coordinator for the CRS program.
3. Maintain and organize FEMA flood maps (FIRM's).

#### D. Managerial

1. Supervise subordinate staff.
2. Maintain personnel vacation calendar, approve timecards.
3. Assist scheduling meetings for the Baldwin County Building Code of Appeals, Baldwin County Flood Damage Prevention Ordinance Board of Adjustment, compile the minutes for each board meeting.
4. Assist public on all office related procedures, requirements, etc.
5. Prepare and figure plan review fees and building permit fees.

#### E. Miscellaneous

1. Use of a two-way radio system.
2. Able to type and use computer.
3. Greet and assist public with general construction questions.
4. Answer telephone.
5. Receive, open and sort incoming mail.
6. Assist Building Official, Deputy Building Official, Building Inspectors, Hazard Mitigation Coordinator, or Permit Administrator, when needed.

#### **Minimum Qualifications**

1. Must have a valid driver's license.
2. Must be willing to travel throughout Baldwin County.
3. High School Diploma or GED required. College degree preferred.
4. Minimum two (2) years' experience in clerical, administrative, or secretarial field. (Associates degree in business may substitute for one (1) year of experience.)
5. Must be registered as a Certified Permit Technician by the International Building Code Council at time of hire, or within 12 months of hire date.

## POSITION DESCRIPTION

Title: Deputy Building Official  
Department: Building Inspection  
Job Analysis: Dec 1986, Nov 1998, Aug 2005, Sept 2011, Aug 2015, Aug 2019,  
~~June 2021~~

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

### Relationships

Reports to: Building Official ~~Hazard Mitigation Coordinator~~  
Subordinate Staff: Building Inspectors, Plans Examiner, Hazard Mitigation Coordinator, Permit Administrator, Chief Permit Technician, Bookkeeper, ~~None~~ Permit Technicians  
Internal Contacts: Members of Building ~~Inspection~~ Department, County Commission, County Employees  
External Contacts: Contractors, Architects, Engineers, Surveyors, General Public  
Status: Classified/Exempt (S318)

### Job Summary

Inspects buildings to ensure compliance with the International Building Codes and other building, construction codes, and ordinances. Compliance is ordered when deficiencies or infractions are discovered. Explains and interprets codes, ordinances, etc., as requested. In the event of the absence of the Building Official assumes all the responsibilities and permission to enforce codes, in accordance with the responsibilities of the Building Official and Deputy Building Official as defined in the International Building Codes. Supervises staff at their assigned office on a daily basis.

### Job Domain

#### A. Site Inspections

1. Make inspections of old and new building structures, swimming pools, other structures to ensure that they meet approved plans, building, fire and other applicable codes and ordinances.
2. Require corrections to be made when deficiencies are discovered.
3. Assist builders and owners in determining how such corrections may be made to achieve code conformance.
4. Inspect old and dangerous structures which may be subject to condemnation especially for fire and safety hazards.
5. Check sites of demolished buildings for compliance to County requirements.

6. Make assigned inspections of a residence including foundation, roof, chimneys, floors, walls, etc., write detailed report of findings.
7. Notify owners and tenants of violations.
8. Inspect for life safety compliance and structural compliance.

#### B. Office Duties

1. Supervise subordinate staff in their assigned office.
2. Perform Personnel appraisals for Building Inspectors in their assigned office.
3. Operate permitting software.
4. Consult with and advise persons concerning construction matters.
5. Explain and interpret codes, specifications, trade publications, etc., as required.
6. Review and study building codes, revisions, directives, etc.

#### C. Plan Review & Evaluation

1. Review plans for compliance with electrical, mechanical, plumbing and building codes, as needed.
2. Must have ability and training to effectively administer flood regulations, approve elevation certificates and issue and approve Floodplain Development permits in flood prone areas.

#### D. Miscellaneous

1. Provide information on building requirements in the field and by telephone.
2. Perform area surveillance for unpermitted building construction.
3. Responsible for routine maintenance on county vehicle.
4. Make inspections on mobile homes including tie-down, electrical connection, sewer hookup, in compliance with applicable codes.
5. Inspect temporary electric installation for compliance with utility companies' requirement.

### **Knowledge, Skills, and Abilities**

1. Skills to communicate effectively at all levels with all persons involved in the building trades.
2. Math skills to compute square footage, cost of permits, electrical, mechanical, plumbing requirements.
3. Skills to communicate effectively with general public and various government agencies.
4. Reading skills to understand building codes, construction reports, plans, blueprints, etc.
5. Good knowledge of all types of building construction materials and methods and stages of construction at which possible violations and defects may be most easily observed and corrected.
6. Good knowledge of International Building codes, local building codes and related laws and ordinances.
7. Ability to detect structural and other faults and to appraise for quality of construction and physical depreciation.
8. Ability to read and interpret plans and compare them with construction in progress.
9. Ability to determine inspection priorities when appropriate.
10. Ability to establish and maintain effective working relationships with builders, owners, contractors and public.
11. Ability to suggest modifications which will bring structures into code compliance.
12. Ability to work independently and to make decisions requiring technical discretion and judgment.

### **Other Characteristics**

1. Must be willing to travel throughout the County and on technical trips.
2. Willing to work nonstandard hours as necessary.
3. Willing to travel out of County as needed.
4. Willing to attend meetings, conferences, workshops, and training sessions as related in assigned work area.

### **Minimum Requirements**

1. Two (2) years trade school or college course work in the building and construction trades and/or considerable related experience.
2. Possess a valid driver's license.
3. Certified Building Official by ICC (International Code Council) at time of employment, or to be obtained within 18 months of hire date.
4. Certified as a Floodplain manager by the ASFPM (Association of Floodplain Managers) at time of employment, or to be obtained within 18 months of hire date.

## POSITION DESCRIPTION

Title: Permit Administrator  
Department: Building Inspection  
Job Analysis: February 2020, June 2020, **June 2021**

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

### Relationships

Reports to: Building Official, Deputy Building Official  
Subordinate Staff: Bookkeeper, Permit Technicians  
Internal Contacts: Members of Building Inspection Department, County Employees  
External Contact: Building Contractors, Architects, Surveyors, General Public, Online Software Support Team  
Status: Classified/Exempt (~~S313~~ **S316**)

### Job Summary

The Permit Administrator works with software developers to create and maintain online permitting/inspection software. Additionally, this position will continually administer the permitting software, work with other departments to integrate the permitting software, train all existing and new employees on the use of the software, work with public to utilize software. Maintain inventory supplies, assist with Hazard Mitigation Coordinator duties, supervise the Bookkeeper and Permit Technicians, assistant to the Building Official.

### Job Domain

#### A. Permitting Software

1. Work with permit software company on design and implementation.
2. Create and design all permits and inspection reports for permit software.
3. Create reports for Building Official as needed.
4. Train all personnel to utilize permit software.

5. Coordinate with Planning Department to integrate online Permitting and Planning Modules.

#### B. Managerial

1. Supervise Bookkeeper in Bay Minette office and Permit Technicians in Foley and Fairhope offices.
2. Maintain office supply inventory.
3. Assist public on all office related procedures, requirements, etc.
4. Maintains personnel vacation calendar, approves timecards.
5. Schedule meetings for the Baldwin County Building Code of Appeals, Baldwin County Flood Damage Prevention Ordinance Board of Adjustment, compile the minutes for each board meeting.
6. Schedule meetings and appointments for Building Official.
7. Assist Building Official, Deputy Building Official, Hazard Mitigation Coordinator, and Building Inspectors as needed.
8. Prepare and figure plan review fees and building permit fees for large commercial projects.

#### C. Office Duties

1. Supply reports to Building Official as needed.
2. Supply reports for all department programs as needed (i.e. CRS, Coastal, Hazard Mitigation).
3. Set-up and maintain permitting kiosks at all 3 office locations for public use of online Permit Software.

#### D. Miscellaneous

1. Assist with Hazard Mitigation duties, when needed.
2. Issue building, plumbing, electrical and HVAC permits, when needed.
3. Assist public with using online permit software and general questions.

### **Knowledge, Skills, and Abilities**

1. Skills to communicate effectively at all levels with all persons involved in the building trades.
2. Math skills to compute cost of permits.
3. Fluency in the English language, both written and verbal
4. Ability to speak with a clear, well-modulated voice and to use proper grammar.
5. Ability to quickly convey concise and accurate information.
6. Ability to respond to difficult situations with tact and diplomacy.
7. Ability to complete multiple tasks simultaneously.
8. Comprehensive skills in all Microsoft Office products as well as coding.

## **Minimum Qualifications**

1. High School Diploma or GED required. College degree preferred.
2. Minimum two (2) years' experience in clerical, administrative, or secretarial field.  
(Associates degree in business may substitute for one (1) year of experience.)
3. Extensive computer knowledge in Word, Excel, PowerPoint and coding.
4. Must be registered as a Certified Permit Technician by the International Building Code Council at time of hire, or within 12 months of hire date.
5. Work experience in government desirable.

## POSITION DESCRIPTION

Title: Permit Technician I  
Department: Building Inspection  
Job Analysis: November 2011, October 2019, June 2020, June 2021

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

### Relationships

Reports to: Building Official, Deputy Building Official, Permit Administrator  
Subordinate Staff: None  
Internal Contacts: Members of Building Inspection Department, County Employees  
External Contacts: Building Contractors, Architects, Surveyors, General Public  
Status: Classified/Non-Exempt (~~305~~-306)

### Job Summary

Greet public, answers questions concerning construction, refers code questions to Building Inspectors, issues building, electrical, HVAC, plumbing permits, maintain filing system, perform file searches when needed.

### Job Domain

#### A. Permitting

1. Issue all building, electrical, HVAC & plumbing permits, to licensed contractors.
2. Verify that contractors are state licensed, if not give appropriate information.
3. Make copy of building permits issued, for public review.
4. Maintain a running list of all permits issued for each month.
5. Maintain filing system, purge files and perform file searches when needed.
6. Schedule daily inspections.
7. Issue Certificate of Occupancies.

#### B. Accounting

1. Maintain journal sheets on a daily basis.
2. Make sure journal sheets, permits and money collected all match.
3. Make bank deposits on a daily basis.
4. Compile month end permits, IR-OR report, all permit total should match.

### C. Flood Determinations

1. Provide flood determinations to the general public, a copy of each determination goes to Hazard Mitigation Coordinator for the CRS Program (Community Rating System).
2. Elevation Certificates when received for a job file, make sure all information is correct, make a copy and give to the Hazard Mitigation Coordinator for the CRS program.
3. Maintain and organize FEMA flood maps (FIRM's).

### D. Miscellaneous

1. Use of a two-way radio system.
2. Able to type and use computer.
3. Greet and assist public with general construction questions.
4. Answer telephone.
5. Receive, open and sort incoming mail.
6. Assist Building Official, Deputy Building Official, Building Inspectors, Hazard Mitigation Coordinator, or Permit Administrator, when needed.

### **Minimum Qualifications**

1. Must have a valid driver's license.
2. Must be willing to travel throughout Baldwin County.
3. High School Diploma or GED required. College degree preferred.
4. Minimum two (2) years' experience in clerical, administrative, or secretarial field. (Associates degree in business may substitute for one (1) year of experience.)
5. Must be registered as a Certified Permit Technician by the International Building Code Council at time of hire, or within 12 months of hire date.



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0952, **Version:** 1

**Item #:** BQ2

---

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/15/2021

**Item Status:** New

**From:** Brian Peacock, CIS Director

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

---

### ITEM TITLE

Communications and Information Systems Department - Title Change for Web Developer II Position

### STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the title change for the Web Developer II position (PID #983) to Senior Systems Analyst, with no change in pay grade; and
- 2) Approve the updated organizational chart for the Communications and Information Systems Department (CIS) Department.

### BACKGROUND INFORMATION

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

**Background:** The CIS Director respectfully requests that the above recommendations are approved.

### FINANCIAL IMPACT

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

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

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

### LEGAL IMPACT

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

N/A

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

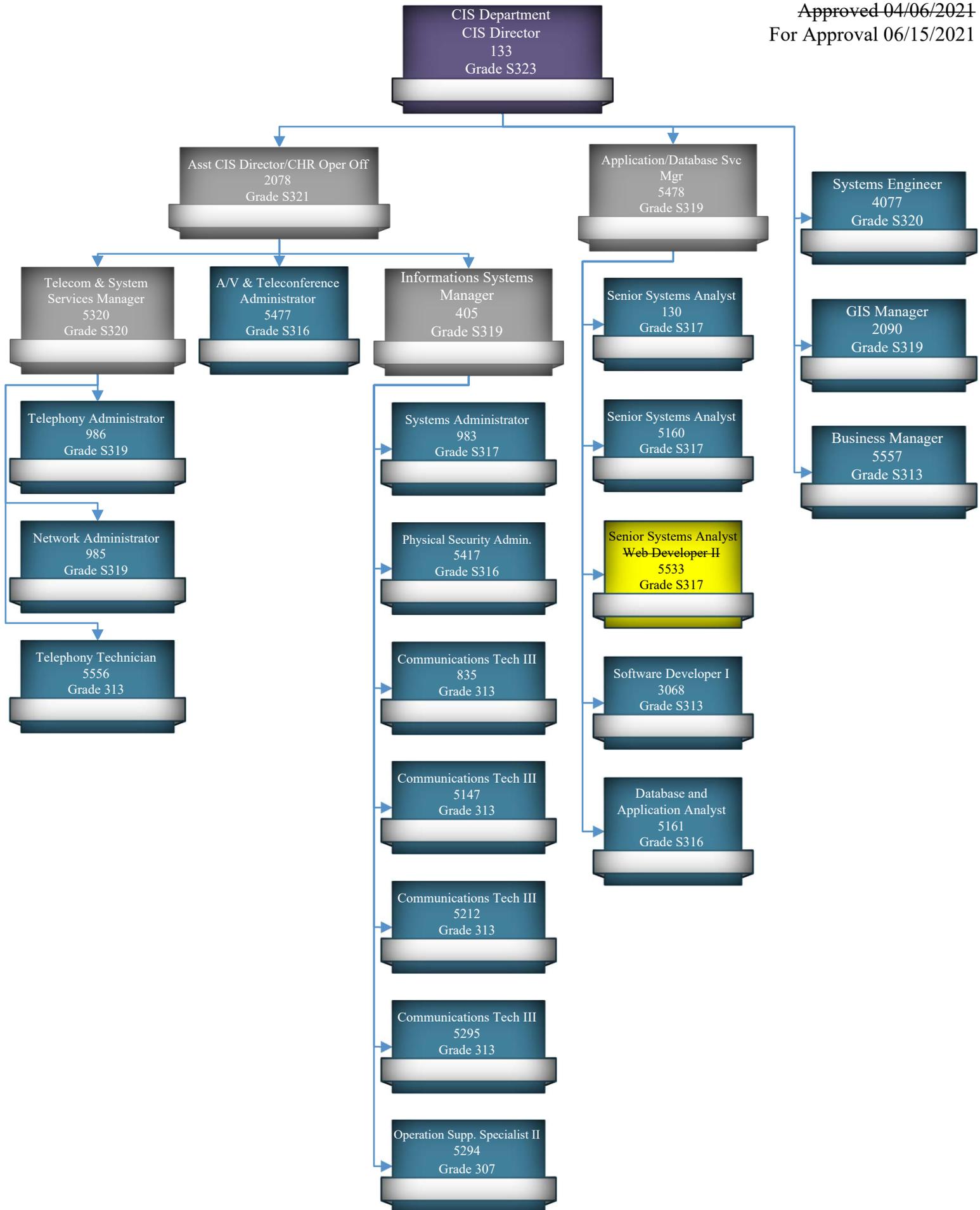
**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Personnel

**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 #:** 21-0953, **Version:** 1

**Item #:** BQ3

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/15/2021

**Item Status:** New

**From:** Joey Nunnally, County Engineer

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

---

### ITEM TITLE

Highway Department (Construction Engineering) - Employment of One (1) Engineering Technician I Position

### STAFF RECOMMENDATION

Approve the employment of Matthew Hamel to fill the open Engineering Technician I position (PID #865) at a grade 310 (\$19.50 per hour / \$40,560.00 annually), with said salary due to experience, to be effective no sooner than June 21, 2021.

### BACKGROUND INFORMATION

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

**Background:** The Engineering Technician I position was vacated due to the promotion of the previous employee. The County Engineer respectfully requests that the above recommendation is approved.

### FINANCIAL IMPACT

**Total cost of recommendation:** \$40,560.00 - budgeted

**Budget line item(s) to be used:** 11153120.51130

**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 #:** 21-0954, **Version:** 1

**Item #:** BQ4

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/15/2021

**Item Status:** New

**From:** Joey Nunnally, County Engineer

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

---

### ITEM TITLE

Highway Department (Pre-construction Engineering) - Personnel Changes

### STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the promotion of Christopher Williams from the Engineering Technician I position (PID #3048) grade 310 (\$18.370 per hour / \$38,209.60 annually), in the Highway Maintenance Department (53130), to fill the open Design Technician II position (PID #5176) grade 311 (\$19.840 per hour / \$41,267.20 annually), in the Highway Pre-Construction Department (53600); and
- 2) Approve the promotion of Tracey Cason from the Right-of-Way Technician I position (PID #3046) grade 310 (\$18.461 per hour / \$38,398.88 annually) to fill the open Right-of-Way Technician II position (PID #5018) grade 311 (\$19.938 per hour / \$41,471.04 annually).

These actions will be effective no sooner than June 21, 2021.

### BACKGROUND INFORMATION

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

**Background:** These 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:** \$82,738.24 - budgeted

**Budget line item(s) to be used:** 11153600.51130

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

N/A

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**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 #:** 21-0956, **Version:** 1

**Item #:** BQ5

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/15/2021

**Item Status:** New

**From:** Ron Ballard, JDC Director

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

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### ITEM TITLE

Juvenile Detention Center - Employment of Two (2) Detention Technician Positions

### STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the employment of Trevion Johnson to fill the open Detention Technician (PID #5341) at a grade 306 (\$14.600 per hour / \$30,368.00 annually); and
- 2) Approve the employment of Rahsaan Covington to fill the open Detention Technician (PID #5604) at a grade 306 (\$14.600 per hour / \$30,368.00 annually).

These actions will be effective no sooner than June 21, 2021.

### BACKGROUND INFORMATION

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

**Background:** One Detention Technician position was newly created in May 2021, and one was vacated due to the resignation of the previous employee. The JDC Director respectfully requests that the above recommendations are approved.

### FINANCIAL IMPACT

**Total cost of recommendation:** \$60,736.00 - budgeted

**Budget line item(s) to be used:** 10652610.51130

**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 #:** 21-0957, **Version:** 1

**Item #:** BQ6

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/15/2021

**Item Status:** New

**From:** Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

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### ITEM TITLE

Personnel Department - Employment of One (1) Benefits Specialist Position

### STAFF RECOMMENDATION

Approve the employment of Brittany Shealy to fill the open Benefits Specialist position (PID #5455) at a grade 307 (\$17.00 per hour / \$35,360.00 annually), with said salary due to experience, to be effective no sooner than June 21, 2021.

### BACKGROUND INFORMATION

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

**Background:** The Benefits Specialist position was vacated May 2020, by the termination of the previous employee. The Personnel Director respectfully requests that the above recommendation is approved.

### FINANCIAL IMPACT

**Total cost of recommendation:** \$35,360.00

**Budget line item(s) to be used:** 10051962.51130

**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

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**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 #:** 21-0958, **Version:** 1

**Item #:** BQ7

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/15/2021

**Item Status:** New

**From:** Terri Graham, Development and Environmental Director

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

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### ITEM TITLE

Solid Waste Department (MacBride Landfill) - Promotion of Employee into Landfill Equipment Operator III Position

### STAFF RECOMMENDATION

Approve the promotion of Gary Ashmore from the Landfill Equipment Operator II position (PID #1049) grade 308 (\$16.815 per hour / \$34,975.20 annually) to fill the open Landfill Equipment Operator III position (PID #580) grade 309 (\$18.160 per hour / \$37,772.80 annually) to be effective no sooner than June 21, 2021.

### BACKGROUND INFORMATION

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

**Background:** Landfill Equipment Operator III position was vacated in April 2021 due to the resignation of the previous employee. The Development and Environmental Director respectfully requests that the above recommendation is approved.

### FINANCIAL IMPACT

**Total cost of recommendation:** \$37,772.80 - budgeted

**Budget line item(s) to be used:** 51154330.51130

**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 #:** 21-0948, **Version:** 1

**Item #:** BQ8

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/15/2021

**Item Status:** New

**From:** Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

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### ITEM TITLE

Correction to Agenda Item BQ2 - May 18, 2021, Baldwin County Commission Regular Meeting

### STAFF RECOMMENDATION

Due to the identification of a typographical error in Agenda item BQ2 - Baldwin Regional Area Transit System (BRATS) Department - Personnel Change, which was approved during the May 18, 2021, Regular meeting of the Baldwin County Commission, more specifically the salary listed in the staff recommendation, correct for the record the hourly and annual pay grade as follows:

Approve the transfer of Angela Andrews from the full-time Bus Driver (PID #2080) grade 305 (**\$13.91 per hour / \$28,932.80 annually**) to fill the open part-time Bus Driver (PID #30), with no change in hourly rate to be effective no sooner than May 24, 2021.

### BACKGROUND INFORMATION

**Previous Commission action/date:** May 18, 2021 BCC Regular meeting

**Background:** The action recommended to the Commission at this time corrects the record to accurately reflect the hourly and annual pay grade for Item BQ2.

### 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 staff

**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 #:** 21-0955, **Version:** 1

**Item #:** BQ9

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/15/2021

**Item Status:** New

**From:** Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

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### **ITEM TITLE**

Personnel Department - Employee Handbook Changes

### **STAFF RECOMMENDATION**

As authorized pursuant to Section 45-2-120, et. seq., Code of Alabama 1975, and without limitation, and related to the Baldwin County Commission Employee Handbook, approve revisions, effective June 15, 2021, to policies IV.A. Annual Leave, IV.C. Sick Leave, IV.G. Part-Time Employee Paid Time Off (PTO), IV.H. Leave without Pay, IV.K. Family Medical Leave Act (FMLA), and IV.N. Jury Duty, as set forth in the Employee Handbook as expressly amended by these provisions. All other terms, provisions and policies contained in the Employee Handbook shall remain in full force and effect. In the event of a conflict between the amended provisions and the remaining provisions contained in the Employee Handbook, the amended provisions shall govern, and the contrary or conflicting provision in the Employee handbook shall be deemed repealed.

### **BACKGROUND INFORMATION**

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

**Background:** The Baldwin County Employee Handbook was adopted on April 2, 2013, and amended on September 28, 2020. The Personnel Director recommends updating the above policies to coincide with the approved salary survey pay and classification system recommendations.

### **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

## IV.A Annual Leave

All current full-time classified, appointed and probationary employees hired by the Baldwin County Commission shall earn paid annual leave in accordance with the following schedule:

Years of Consecutive Service	Leave per (24) Pay Period	Leave Earned per Year
0 – <del>5</del> 4 (currently calculates correctly)	4 hours	96 hours
<del>5</del> 6 – <del>10</del> 9 (currently calculates correctly)	5 hours	120 hours
<del>10</del> 11 – <del>15</del> 14 (currently calculates correctly)	7 hours	168 hours
15 – over	8 hours	192 hours

A probationary employee will earn, but cannot take, annual leave until the employee has satisfactorily completed the six (6) month probationary period and becomes a classified employee. Employees terminated before the completion of the six (6) month probationary period will not be eligible for payout of annual leave accrued.

Employees will not accumulate annual leave time while on a leave of absence or in a leave without pay status.

Annual leave for Baldwin County employees is based on a calendar year.

Employees accrue leave twenty-four (24) pay periods within the calendar year.

Employees may take annual leave in increments of quarter-hours.

Employees may not take annual leave before it has been earned.

The number of accrued leave hours to be used for one day of leave is equal to the number of scheduled paid hours of work for that day of leave. (For example, if an employee works four (4) ten (10) hour days per workweek, he or she must use ten (10) hours of annual leave to have the entire day off.

When a paid holiday occurs during an employee's annual leave, the day will be deemed a holiday and not as an annual leave day.

Days off for annual leave will not be considered as working time for calculating weekly overtime.

Employees may take annual leave in the year it was earned, or may carry it over for use in later years. However, there is a limit to the amount of annual leave that may accrue.

Years of Service	Maximum Accrued Hours (2 x annual rate)
0 – <del>5</del> 4 (currently calculates correctly)	192 hours (24 days)
<del>5</del> 6 – <del>10</del> 9 (currently calculates correctly)	240 hours (30 days)
<del>10</del> 11 – <del>15</del> 14 (currently calculates correctly)	336 hours (42 days)
15 – over	384 hours (48 days)

If an employee earns annual leave in excess of the maximum amount listed on the table, the excess amount will be forfeited if not taken by the last full pay period in the calendar year. The amount of leave at the end of the pay period shall be no more than two (2) years of total accrued time. Employees must consider the time accrued for the last full pay period of the calendar to be included in leave that must be taken.

When an employee resigns, or is terminated, he or she is entitled to payment for any unused annual leave that has accrued. Payment is based on the rate of compensation received at the time of resignation or termination. Payroll checks are computed on the regular payroll day and are available at the normal time and place. No checks are issued in advance.

#### **IV.C. Sick Leave**

The intent of sick leave is to provide paid time off to an employee who is temporarily ill or caring for an immediate family member who is temporarily ill or for placement of a child for adoption or foster care and is not "earned" leave. For purposes of this sick leave policy, the term "immediate family member" is limited to a spouse, parent or child. Sick leave is not intended to supplement the income of an employee or to be used for additional paid time off. Sick leave is to be considered as a benefit of working for Baldwin County. An employee will be paid sick leave in the amount to bring the employee up to a forty (40) hour work week or his or her regularly scheduled work week.

A probationary employee will earn, but cannot take, sick leave until the employee has satisfactorily completed the six (6) month probationary period and becomes a classified employee.

All full-time classified and appointed employees shall earn credit for paid sick leave at the rate of eight (8) hours of leave per month based on a twenty-four (24) pay period accrual. The accrual will be credited at four (4) hours on the first and second pay period of the calendar month worked for a total of ninety-six (96) hours per year.

Sick leave may be taken in increments of quarter-hours.

An employee may use accrued sick leave for medical appointments for the employee and the employee's immediate family members.

Sick leave will not be considered as time worked for the purpose of calculating weekly overtime compensation.

An employee will not accrue sick leave while he or she is on a leave of absence or in a leave without pay status.

No employee may borrow sick leave.

An employee may use up to ten (10) hours of sick leave per pay period, while on workers compensation leave, to help pay for benefit premiums.

Upon separation of employment from Baldwin County, an employee will not be paid his or her accrued sick leave with the exception of retirement as outlined in section *V.Q Benefits due to Retirement*.

Beginning 05/01/2021, upon the death of an employee, Baldwin County will pay one-half of the employee's accumulated sick leave, not to exceed 360 hours, on the last issued paycheck.

#### **IV.G. Part-Time Employee Paid Time Off (PTO)**

All part-time employees shall be eligible for paid time off (PTO) at a rate of .0319 per hour worked for a maximum of forty-eight (48) hours per calendar year. Part-time employees may use accrued PTO for sick leave, annual leave, holiday, or bereavement. A probationary part-time employee will earn, but cannot take, PTO until he or she has satisfactorily completed the six (6) month probationary period and becomes a classified employee. Part-time employees terminated before the completion of the six (6) month probationary period will not be eligible for payout of PTO.

If a part-time employee earns PTO in excess of ninety-six (96) hours, the excess amount will be forfeited if not taken by the last full pay period in the calendar year. Employees must consider the time accrued for the last full pay period of the calendar to be included in leave that must be taken.

A part-time employee may take PTO at any time of the year as long as he or she has accumulated the leave and the needs of the department are met. The employee must submit his or her PTO request to the supervisor in advance for approval if possible. Each department may have a special form or procedure for requesting use of PTO.

If a part-time employee accepts a full-time position, all PTO accumulated will be converted to annual leave, and he or she will begin to accumulate full-time leave benefits as outlined in *IV.A. Leave Policies* and *IV.C. Sick Leave*.

If a full-time employee accepts a part-time position, all sick leave will be forfeited and all accumulated annual leave will be converted into PTO, up to 96 hours, as outlined above. The employee will begin to accrue PTO instead of annual and sick leave. Additionally, the employee will no longer qualify for any other County benefits with the exception of retirement and the Employee Assistance Program (EAP).

When a classified, part-time employee resigns or is terminated, he or she is entitled to payment for any unused PTO that has accrued. Payment is based on the rate of compensation received at the time of resignation or termination. Payroll checks are computed on the regular payroll day and are available at the normal time and place. No checks are issued in advance.

## **IV.H. Leave without Pay**

Leave without pay may be taken only if all accrued annual, sick leave, and PTO have been exhausted. However, if ~~an~~ a full-time employee has exhausted all annual leave, he or she may not use sick leave unless he or she meets the requirements set out in policy *IV.C Sick Leave*.

Appointing Authorities and/or Appointed Department Heads may approve up to, but not more than, twenty-four (24) hours of leave without pay, per employee, within a ~~calendar~~ year of first taking Leave without Pay. The Personnel Director and/or the Appointing Authority or Appointed Department Head must act upon (either deny or approve) requests which will result in the employee taking more than twenty-four (24) hours, but no more than forty (40) hours, of leave without pay within a ~~calendar~~ year of first taking Leave without Pay.

Only the Baldwin County Commission or Appointing Authority may approve requests which will result in the employee taking more than forty (40) hours of leave without pay within a ~~calendar~~ year of first taking Leave without Pay, or any single request for greater than forty (40) hours of consecutive leave without pay.

Employees in a leave without pay status the day before or the day after a holiday or have leave without pay the whole week of the holiday will not be eligible for holiday pay. Leave without pay may be granted to a probationary employee for reasons of sickness and emergencies.

Employees will not accumulate annual leave, sick leave, or PTO time while on a leave of absence or in a leave without pay status.

Employees who use more than forty (40) hours of leave without pay, and is not on an approved leave of absence, are subject to progressive disciplinary action.

Employees desiring leave without pay under the Family and Medical Leave Act must comply with the Family and Medical Leave Act policy. When an employee is in a leave without pay status, and has used all Family Medical Leave and accumulated leave time, he or she shall no longer be eligible to remain on the county's insurance plan but may be allowed to continue coverage through COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985, Public Law 99-272, Title X). During Baldwin County Commission and Appointing Authority approved periods of leave without pay, the employee shall not accrue leave or benefits and shall not receive Baldwin County Commission contributions to insurance premiums.

## **IV.K. Family Medical Leave Act (FMLA)**

Baldwin County Commission offers leave under the Family Medical Leave Act (FMLA) for eligible employees.

Eligibility: If an employee has worked for at least one (1) year and for 1,250 hours in the preceding twelve (12) months, he or she is eligible to take up to twelve (12) weeks of unpaid leave when the absence is necessitated by any of the following circumstances:

- a. The birth or placement of a child for adoption or foster care (includes legal guardianship);
- b. The employee's own serious health condition that prevents him or her from performing the essential functions of the job; or
- c. Serious health conditions of a son or daughter, parent, or spouse if the employee is needed to help provide care (includes legal guardianship, "step" family and in-laws).

Qualifying exigencies related to a spouse, child, or parent's active military duty, are included as follows: short-notice deployment, military events and activities, childcare and school activities, financial and legal arrangements, counseling, rest and recuperation and post-deployment activities.

Employees are entitled to a total of twenty-six (26) weeks of leave in a particular twelve (12) month period to care for a spouse, child, parent, or next of kin suffering from a serious illness or injury incurred in the line of military duty. Note that all FMLA leave is cumulative, so that leave taken for other reasons during the year will be deducted from this additional entitlement.

2. Certification: If an employee requests leave for his or her own serious health condition, or to care for the serious condition of a son or daughter, parent or spouse, the employee will be required to provide the Baldwin County Commission Personnel Department with certification by a treating healthcare provider. Healthcare Provider Certification Forms are available from the Personnel Department.

All FMLA leave must be certified by an appropriate health care provider. Certification forms will be provided within five (5) business days of the employee's notification of the need for leave and must be returned within fifteen (15) calendar days of receipt. If additional information is requested by the Personnel Director, it must be provided within seven (7) calendar days of the request. Note that the Commission may directly contact an employee's health care provider in order to verify or clarify the need for leave. It may also require a second opinion at its own expense.

**FAILURE TO COMPLY WITH THE CERTIFICATION REQUIREMENTS MAY RESULT IN PARTIAL OR COMPLETE DENIAL OF FMLA LEAVE.**

*You must provide certification from your treating healthcare provider when you request leave for your own serious health condition, and you may need a modified statement if your request is to care for another family member.*

3. Measuring: Baldwin County has chosen the "measured forward" method that entitles the employee to twelve (12) weeks of leave during the year beginning on the first date the FMLA leave is taken after the previous twelve (12) month period ends.

*Example: The 12-month period begins Sept. 1, 2012, if that is the first day of FMLA leave. If the employee exhausts all of FMLA leave, the next date the employee could again take FMLA leave would be Sept. 1, 2013.*

When an employee is on FMLA leave, he or she must periodically report (if possible) to Personnel on his or her status and indicate the return to work date. Appropriate forms must be submitted to Personnel to initiate family leave or to return the employee to active status.

4. Intermittent or Reduced-Time Leave: FMLA leave can be taken on an intermittent or reduced-time basis under certain circumstances. An employee may request intermittent or reduced leave for the following reasons:
  - a. When medically necessary to care for a seriously ill family member, or because of the employee's own serious health condition; or
  - b. For the birth or placement of a child for adoption or foster care. Intermittent or reduced time leave shall not exceed twelve (12) weeks combined if both spouses are employed by the County.

Only the amount of leave actually taken while on intermittent/reduced schedule leave may be charged as FMLA leave. If an employee needs intermittent/reduced schedule leave for planned medical treatment, he or she must work with the supervisor to schedule the leave so it does not unduly disrupt the department's operations, subject to the approval of the employee's healthcare provider.



*If you need to be off occasionally for medical reasons, you must work with your supervisor to arrange a schedule that does not unduly disrupt the department's work, but it has to also have the approval of your healthcare provider.*

Employees on workers' compensation, for which injury is eligible for FMLA, are required to take FMLA concurrently. For example, an employee who is absent from work for four (4) months due to a workers' compensation injury will have the first twelve (12) weeks of that absence applied to FMLA leave.

5. Serious Health Condition: "Serious Health Condition" is defined as an illness, injury, impairment, or physical or mental condition that involves:
  - a. Any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility;
  - b. A period of incapacity requiring absence of more than three (3) calendar days from work that also involves continuing treatment by (or under the supervision of) a healthcare provider;
  - c. Any period of incapacity due to pregnancy, or for prenatal care;
  - d. Any period of incapacity (or resulting treatment) due to a chronic serious health condition (e.g. asthma, diabetes, epilepsy, etc.);
  - e. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective (e.g., Alzheimer's, stroke, terminal diseases, dialysis, etc.);
  - f. Any absences to receive multiple treatments (including any period of recovery) by, or on referral by, a healthcare provider for a condition that likely would result in incapacity of

more than three (3) consecutive days if left untreated (e.g., chemotherapy, physical therapy, dialysis, etc.).

6. Health Insurance Premiums: During FMLA leave, the County will continue to pay its portion of the health insurance premiums, and the employee must continue to pay his or her portion of the premium. The employee's contribution of health insurance premiums should be paid continually according to the County pay periods (e.g. bi-weekly). Employees may remain on County benefits until all FMLA, sick, and annual leave have been exhausted.

***While on FMLA leave, you must continue to pay your own portion of your health insurance premiums.***

If an employee does not return to work at the end of FMLA leave, he or she will be required to reimburse the County for payment of health insurance premiums, unless the employee does not return because of the presence of a serious health condition which prevents him or her from performing the job or circumstances beyond the employee's control. The employee may then choose to elect COBRA coverage. Sufficient notice shall be given to the employee at the end of FMLA when and if this event occurs.

The employee will be responsible for any other elected benefit contributions while out on FMLA.

7. Accrued Leave: Employees are required to use available sick and annual leave during FMLA leave. Accrued leave and FMLA leave are used at the same time – the employee does not take accrued leave first and then take FMLA.



***When your circumstance qualifies for FMLA, you may not first use your accrued leave and then start FMLA leave. These two types of leave run concurrently – you are required to use them at the same time.***

The portion of the family leave of absence which is annual leave time and/or sick leave will be with pay according to the County's policies regarding annual leave and sick leave.

During FMLA leave, the employee will not accrue employment benefits (such as annual leave and sick leave), if he or she is in an unpaid status. Employment benefits accrued up to the day on which the family leave of absence begins will not be lost. Any holidays that occur during FMLA will not be paid if the employee is in an unpaid status.

8. Return to Work: If the employee returns to work from FMLA leave before or on the business day following the expiration of the twelve (12) weeks, the employee is entitled to return to his or her job or an equivalent position without loss of benefits or pay.
9. Applications: Applications for FMLA leave must be submitted in writing. Applications should be submitted at least thirty (30) days before the leave is to start, or as soon as possible if leave is not foreseeable. Employees should provide the County with an appropriate medical certification when FMLA is requested.

## IV.N. Jury Duty or Court Appearance

When an employee must miss work due to jury or witness duty, the employee will be excused from his or her job. **Upon receipt of the jury summons, notice must immediately** be given to the direct supervisor.

Full-time employees will be paid for time missed due to jury duty.

Part-time employees will be paid an average of time per day missed. Averages are based on the weekly number of hours the part-time employees worked over the previous quarter. Personnel will provide the average.

Witness duty must pertain to job-related business for excused absence with regular pay.

If the employee completes the assignment during regular work hours at any time during jury or witness duty, he or she is expected to return to work immediately.



*Notify your supervisor if you must appear for jury or witness duty. Witness duty must be job-related in order to receive your regular pay.*



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0962, **Version:** 1

**Item #:** BR1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/15/2021

**Item Status:** New

**From:** Matthew Brown, Interim Planning Director

**Submitted by:** Ashley Campbell, Natural Resource Planner

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### ITEM TITLE

Alabama Department of Conservation and Natural Resources - Letter in Support of Acquisition of Land along the Bon Secour River - National Coastal Wetlands Conservation Grant Program

### STAFF RECOMMENDATION

**Action item with discussion necessary** - Discuss the request from the Alabama Department of Conservation & Natural Resources (ADCNR) for a letter of support for their Forever Wild Land Trust AL-National Coastal Wetland (NCW) Bon Secour River Wetlands Conservation Grant Application which would be used to purchase eighty-one (81) acres adjacent to the Swift-Coles Historic Home, owned and operated by the Baldwin County Historic Development Commission.

Take the following actions:

- 1) Approve and authorize the Chairman to execute a letter of support to The National Coastal Wetlands Conservation Grants Program Review Committee for the property purchase and installation of a walking trail on eighty-one (81) acres adjacent to the Swift-Coles Historic Home, which is owned and operated by the Baldwin County Historic Development Commission; and
- 2) If the grant is awarded for the property purchase and installation of the walking trail, authorize the donation of 25 tons of gravel, with an approximate cost of \$1,000.00, to be used for a gravel parking area along Bon Secour Highway.

### BACKGROUND INFORMATION

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

**Background:** The Planning and Zoning Department received a request from ADCNR for the Baldwin County Commission to execute a letter of support for their Forever Wild Land Trust's AL-NCW Bon Secour River Wetlands National Coastal Wetland Conservation Grant Application to purchase and install a walking trail on eighty-one (81) acres adjacent to the Baldwin County Historic Commission's Swift Coles Home. The ADCNR stated that their grant application would benefit from Commission support in the form of litter patrol along Bon Secour Highway and financial assistance with the gravel parking area along the highway. The Planning and Zoning Department verified with

Solid Waste that the County already performs litter patrol through a third-party contract for Bon Secour Highway. There would be no additional cost for this support. The donation of 25 tons of gravel would cost approximately \$1,000.00. The donation will only be required if the grant is awarded for the purchase and trail installation.

**FINANCIAL IMPACT**

**Total cost of recommendation:** \$1,000.00

**Budget line item(s) to be used:** **If approved** -10051990.52905

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

**LEGAL IMPACT**

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

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** Letter of Support needed by June 20, 2021

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

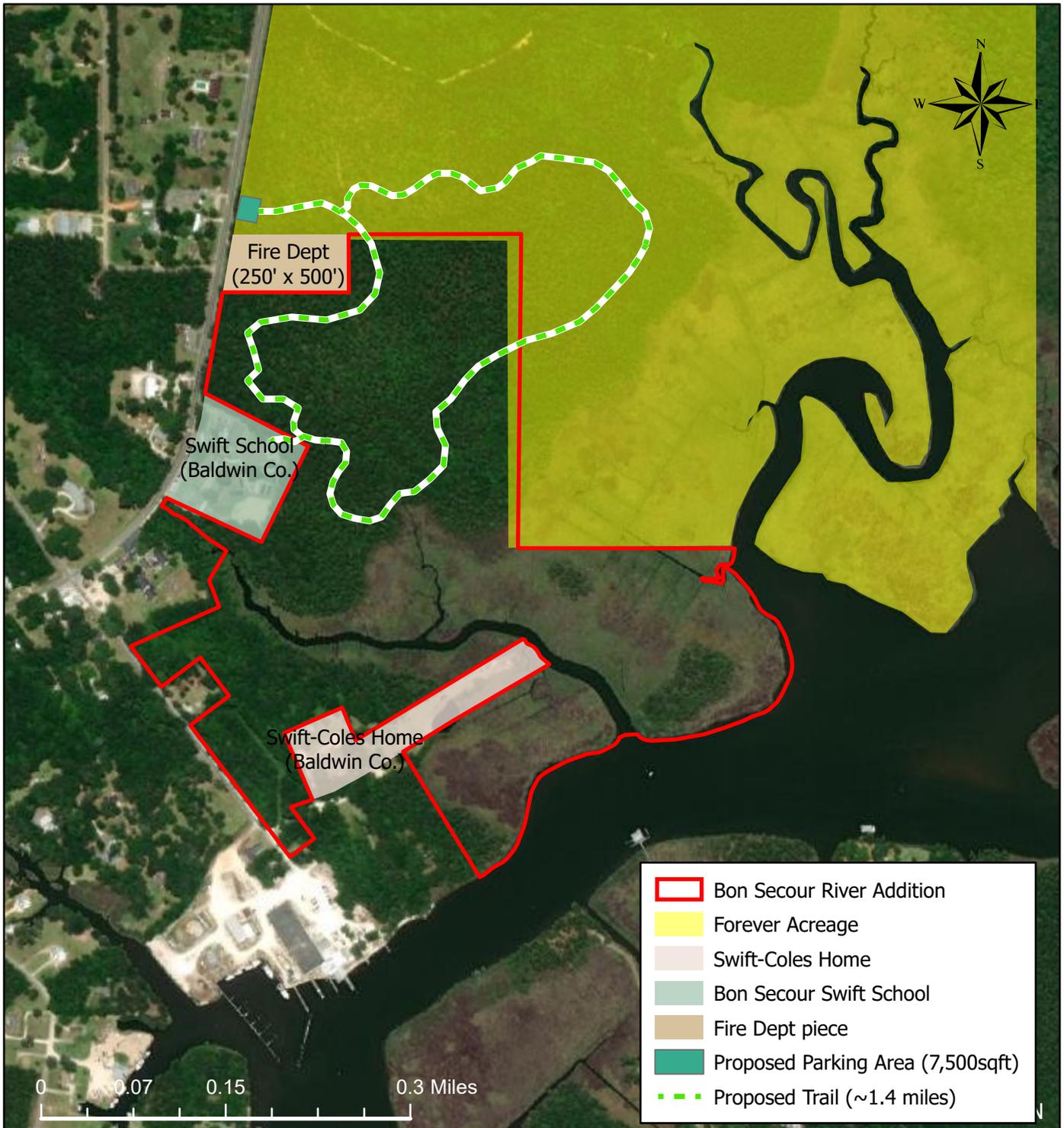
**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
Mail original letter of support to:

The National Coastal Wetlands Conservation Grants Program Review Committee  
ATTN: Mr. James Duffy  
USFWS-WSFR  
1875 Century Boulevard, Suite 240  
Atlanta, Georgia 30345-3319

cc: Matthew Brown, Wayne Dyess, Ashley Campbell

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





- Bon Secour River Addition
- Forever Acreage
- Swift-Coles Home
- Bon Secour Swift School
- Fire Dept piece
- Proposed Parking Area (7,500sqft)
- Proposed Trail (~1.4 miles)

**Alabama Department of Conservation and Natural Resources**  
**Forever Wild Nomination**  
**BON SECOUR RIVER ADDITION**

~81 acres

Baldwin County

T08S R03E

Gulf Shores USGS Quadrangle



This map is for general overview information purposes only and, accordingly, should not be utilized or otherwise relied upon for any purpose. The Alabama Department of Conservation and Natural Resources and its affiliates assume no responsibility for any inaccuracies as to boundary lines, parcel ownership or other information contained within or depicted on the map. 5/24/2021

June 15, 2021

The National Coastal Wetlands Conservation Grants Program Review Committee  
ATTN: Mr. James Duffy  
USFWS-WSFR  
1875 Century Boulevard, Suite 240  
Atlanta, Georgia 30345-3319

**RE: Letter in Support of the Acquisition of Land Along the Bon Secour River  
Under the National Coastal Wetlands Conservation Grant Program**

Dear Mr. Duffy:

The Baldwin County Commission is pleased to support the Alabama Department of Conservation and Natural Resources (ADCNR) State Lands Division (SLD) proposal to acquire critical wetlands along the Bon Secour River to be included in the Forever Wild Land Trust (FWLT). The proposal is entitled "AL-NCW Bon Secour River Wetlands". The proposed acquisition would significantly complement other conservation lands owned by ADCNR and FWLT.

The Baldwin County Commission pledges our assistance in providing the following:

- Litter patrol along Bon Secour Highway
- A donation of 25 tons of gravel for the small parking area along Bon Secour Highway with a cash value not to exceed \$1,000.00

The Commission supports the ADCNR's Forever Wild Land Trust's AL-NCW Bon Secour River Wetlands proposed grant application for the acquisition. If you have any questions or need further assistance, please do not hesitate to contact me at (251) 990-4620 or Matthew Brown, Interim Planning Director, at (251) 580-7295.

Sincerely,

JOE DAVIS, III, Chairman  
Baldwin County Commission

JD/clc Item BR2

cc: Matthew Brown  
Wayne Dyess  
Ashley Campbell



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0961, **Version:** 1

**Item #:** BR2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/15/2021

**Item Status:** New

**From:** Matthew Brown, Interim Planning Director

**Submitted by:** Ashley Campbell, Natural Resource Planner

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### ITEM TITLE

2021-2026 Municipal Separate Storm Sewer Systems (MS4) Permit Renewal

### STAFF RECOMMENDATION

Authorize the Chairman to delegate the Planning and Zoning Director (principal executive officer), with the authority (authorized agent) to execute all documents required by the Alabama Department of Environmental Management (ADEM) for the County's Municipal Separate Storm Sewer Systems (MS4) Permit ALR #40042.

### BACKGROUND INFORMATION

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

**Background:** In accordance with the County's MS4 storm water permit, Baldwin County is required to submit a permit renewal ninety (90) days prior to permit expiration. The permit renewal includes a signatory page which must be signed by the County Commission Chairman or his or her authorized agent. Staff therefore respectfully requests that the County Commission authorize the Chairman to execute a letter delegating the Planning and Zoning director as the authorized agent.

### FINANCIAL IMPACT

**Total cost of recommendation:** \$1,385.00

**Budget line item(s) to be used:** Planning & Zoning 10052730.51500

**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?**

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:** July 2, 2021

**Individual(s) responsible for follow up:** Ashley Campbell will submit a PR to Wanda Gautney, Purchasing Director, for payment. Commission Administration Office will prepare correspondence.

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
Forward letter designating the signature authorize agent as the Planning and Zoning Director after obtaining the signature of the County Commission Chairman.

Ms. Cammie Ashmore  
Storm Water Management Branch  
Water Division  
Alabama Department of Environmental Management  
Post Office Box 301463  
Montgomery, Alabama 36130-1463

**Additional instructions/notes:** Planning and Zoning Department - Submit the county's NPDES Permit #40042 online renewal application.

June 15, 2021

Ms. Cammie Ashmore  
Storm Water Management Branch  
Water Division  
Alabama Department of Environmental Management  
Post Office Box 301463  
Montgomery, Alabama 36130-1463

**RE: Baldwin County Commission MS4 Phase II Permit #40042-Delegation of Signing Authority**

Dear Ms. Ashmore:

I hereby authorize the Baldwin County Planning Director the authority to execute all documents required by the Alabama Department of Environmental Management (ADEM) for Baldwin County's Municipal Separate Storm Sewer Systems (MS4) Permit ALR #40042 including but not limited to the Notice of Intent, annual report, and any other related documents.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 990-4620 or Matthew Brown, Interim Planning Director, at (251) 580-7295.

Sincerely,

JOE DAVIS, III, Chairman  
Baldwin County Commission

JD/clc Item BR2

cc: Matthew Brown  
Wayne Dyess  
Ashley Campbell



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0964, **Version:** 1

**Item #:** BR3

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/15/2021

**Item Status:** New

**From:** Matthew Brown, Interim Planning Director

**Submitted by:** Matthew Brown, Interim Planning and Zoning Director

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### **ITEM TITLE**

Text Amendments to Baldwin County Zoning Ordinance - Incorporation of Site Plan Approvals for Certain Developments

### **STAFF RECOMMENDATION**

Authorize the Planning and Zoning staff to start the amendment process and begin advertising proposed text amendments to the Baldwin County Zoning Ordinance related to the Incorporation of Site Plan Approvals for Certain Developments.

### **BACKGROUND INFORMATION**

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

**Background:** Based on recent discussions, it may be beneficial to replace the Land Use Certificate, Conditional Use, and Special Exception processes in the Zoning Ordinance with a single site plan approval process. This would help simplify the options from the public's perspective.

This amendment would simultaneously consider requiring a public hearing and Planning Commission approval of site plans that meet the following criteria:

- All multiple unit developments;
- Non-residential projects involving a combined total building square footage of 5,000 square feet or more;
- Non-residential developments within 200 feet of property that is either zoned or used as residential;
- Non-residential developments where more than 30% of the lot (excluding the building) is impervious;
- All changes to existing structures, other than single family residences, that increase the gross floor area by thirty percent (30%) or more, or;
- All changes of use on non-residential properties.

It is envisioned that the additional Planning Commission Site Plan Approval would not create an extra step for the applicant, as it would replace the Land Use Certificate approval process. The public hearing at the Planning Commission meeting would provide the community with an opportunity to work with the developer to modify the site in a manner that meets the community's needs.

Nearly every article of the ordinance would have some change from this proposed amendment, however the primary articles affected would be Articles 3 through 8 and Article 18. A draft is being prepared and will be forthcoming from staff.

Staff respectfully requests authorization to begin advertising the proposed amendments.

With the current schedule and deadlines, the proposed amendments will be taken to the Planning Commission in July 2021, and will be brought to the County Commission for a public hearing sometime in August 2021. The full text of the amendments will be available prior to the Planning Commission meeting.

### **FINANCIAL IMPACT**

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

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

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

### **LEGAL IMPACT**

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

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

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** No.

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

### **FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Planning and Zoning Staff

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
Prepare and submit required advertisements as well as drafts of the proposed text amendments.

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



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0871, **Version:** 1

**Item #:** DA1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/15/2021

**Item Status:** New

**From:** Wayne Dyess, County Administrator

**Submitted by:** Carjetta Crook, Administrative Support Specialist IV

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### **ITEM TITLE**

Case No. LV-202101 - Alcohol License Application for Lucky Dogg, LLC d/b/a Lillian's Front Porch

### **STAFF RECOMMENDATION**

Consider the 020-Restaurant Retail Liquor license application for Lucky Dogg, LLC d/b/a Lillian's Front Porch, located at 33925 US Highway 98, Lillian, Alabama 36549, and approve the issuance of said license by the Alabama Alcoholic Beverage Control (ABC) Board, if the public hearing does not reveal a legitimate reason to deny the application.

### **BACKGROUND INFORMATION**

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

**Background:** Staff has verified the applicant has a current business license, all sales tax requirements have been satisfied, and the Baldwin County Sheriff's Office does not oppose the issuance of this license.

### **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

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**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** Yes, the ad ran on May 21, May 28 and June 4, 2021 in Gulf Coast Newspapers. The Proof of Publication is attached.

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

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** Yes

**Individual(s) responsible for follow up:** Administration Staff  
Correspondence to:

State of Alabama ABC Board  
c/o Ms. Rose Moore  
2715 Gunter Park Drive, West  
Montgomery, Alabama 36109

Via email only: [rose.moore@abc.alabama.gov](mailto:rose.moore@abc.alabama.gov)

Cc:

Applicant: John David Barbato (via email only - [johnnybarbato@gmail.com](mailto:johnnybarbato@gmail.com))

Sheriff Huey Hoss Mack

Terrie Watson

Sharon Hunt

Susanne Davis

Joe Ryan

Celena Boykin

Matthew Brown

Kipp Kyzar, Baldwin County Health Department

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

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

## Carjetta L. Crook

---

**From:** Carjetta L. Crook  
**Sent:** Wednesday, May 12, 2021 2:42 PM  
**To:** 'johnnybarbato@gmail.com'  
**Subject:** FW: Public Hearing Date for ABC License Case No. LV - 202101 - Lucky Dogg, LLC d/b/a Lillian's Front Porch  
**Attachments:** Legal Notice Gulf Coast News - 20180206 Revision.pdf  
**Importance:** High

### *Carjetta L. Crook*

Administrative Support Specialist IV  
Baldwin County Commission  
Phone: (251) 937-0267 ext. 2267  
Fax: (251) 580-2500  
Email: [Carjetta.Crook@baldwincountyal.gov](mailto:Carjetta.Crook@baldwincountyal.gov)



**From:** Carjetta L. Crook  
**Sent:** Wednesday, May 12, 2021 2:37 PM  
**To:** Anu Gary <AGary@baldwincountyal.gov>; 'April Wallace' <april@gulfcoastmedia.com>; Barbara Pate <Barbara.Pate@baldwincountyal.gov>; Carjetta L. Crook <Carjetta.Crook@baldwincountyal.gov>; 'Celena Boykin' <Cboykin@baldwincountyal.gov>; Joe Ryan <JRYAN@baldwincountyal.gov>; Kristen Rawson <Kristen.Rawson@baldwincountyal.gov>; Matthew Brown <Matthew.Brown@baldwincountyal.gov>; Miranda N. McKinnon <miranda.mckinnon@baldwincountyal.gov>; Ori King <Orie.King@baldwincountyal.gov>; 'Rose Moore' <Rose.moore@abc.alabama.gov>; Victoria Key <Victoria.Key@baldwincountyal.gov>; Vincent Ramer <VRamer@baldwincountyal.gov>; Wayne Dyess <Wayne.Dyess@baldwincountyal.gov>  
**Subject:** Public Hearing Date for ABC License Case No. LV - 202101 - Lucky Dogg, LLC d/b/a Lillian's Front Porch  
**Importance:** High

Good afternoon,

Please see below the instructions for advertising your Public Hearing.

It is important that you contact the newspaper in a timely manner to meet the deadline schedule.

### **INSTRUCTIONS FOR ADVERTISING YOUR PUBLIC HEARING:**

1. VERIFY THAT ALL INFORMATION LISTED BELOW IS CORRECT.
2. PRINT OUT THIS EMAIL AND THE ATTACHED LEGAL NOTICE FORM.

3. FILL OUT THE FORM AND TAKE THE EMAIL AND THE COMPLETED FORMS WITH YOU TO THE GULF COAST NEWSPAPERS, LOCATED AT 901 MCKENZIE STREET, FOLEY, ALABAMA. TEL (251) 943-2151.

4. THE ADVERTISEMENT(S) MUST BE PUBLISHED AS FOLLOWS: **ONCE PER WEEK FOR THREE (3) CONSECUTIVE WEEKS PRIOR TO PUBLIC HEARING DATE**

Via Email Only: John David Barbato [johnnybarbato@gmail.com](mailto:johnnybarbato@gmail.com)

Case Number:	LV-202101 - Lucky Dogg, LLC d/b/a Lillian's Front Porch
Location:	33925 U.S. Highway 98, Lillian, Alabama 36549
License Type:	020 – Restaurant Retail Liquor
Public Hearing Date:	June 15, 2021

A **Public Hearing** has been established before the Baldwin County Commission for the above referenced License Application(s) on **June 15, 2021** at **8:30 AM** in the Chambers of the Baldwin County Administration Building, located at 322 Courthouse Square, Bay Minette, Alabama 36507.

If you have questions regarding this public hearing, please contact the Baldwin County Administration Department (Bay Minette Commission Office) at 251-937-0264.

You must obtain and provide an original proof of publication affidavit from the newspaper office to the County Commission Administration Office in Bay Minette on or before the public hearing date. A copy of the affidavit is not sufficient and could delay your application process. Please be aware that you (or an authorized representative) must appear in person for the public hearing.

*Carjetta L. Crook*

Administrative Support Specialist IV

Baldwin County Commission

Phone: (251) 937-0267 ext. 2267

Fax: (251) 580-2500

Email: [Carjetta.Crook@baldwincountyal.gov](mailto:Carjetta.Crook@baldwincountyal.gov)



**Carjetta L. Crook**

---

**From:** Carjetta L. Crook  
**Sent:** Wednesday, May 12, 2021 2:37 PM  
**To:** Anu Gary; 'April Wallace'; Barbara Pate; Carjetta L. Crook; 'Celena Boykin'; Joe Ryan; Kristen Rawson; Matthew Brown; Miranda N. McKinnon; Orié King; 'Rose Moore'; Victoria Key; Vincent Ramer; Wayne Dyess  
**Subject:** Public Hearing Date for ABC License Case No. LV - 202101 - Lucky Dogg, LLC d/b/a Lillian's Front Porch  
**Attachments:** Legal Notice Gulf Coast News - 20180206 Revision.pdf  
**Importance:** High

Good afternoon,

Please see below the instructions for advertising your Public Hearing.

It is important that you contact the newspaper in a timely manner to meet the deadline schedule.

**INSTRUCTIONS FOR ADVERTISING YOUR PUBLIC HEARING:**

1. VERIFY THAT ALL INFORMATION LISTED BELOW IS CORRECT.
2. PRINT OUT THIS EMAIL AND THE ATTACHED LEGAL NOTICE FORM.
3. FILL OUT THE FORM AND TAKE THE EMAIL AND THE COMPLETED FORMS WITH YOU TO THE GULF COAST NEWSPAPERS, LOCATED AT 901 MCKENZIE STREET, FOLEY, ALABAMA. TEL (251) 943-2151.
4. THE ADVERTISEMENT(S) MUST BE PUBLISHED AS FOLLOWS: **ONCE PER WEEK FOR THREE (3) CONSECUTIVE WEEKS PRIOR TO PUBLIC HEARING DATE**

Via Email Only: John David Barbato johnnybarbato@gmail.com

Case Number:	LV-202101 - Lucky Dogg, LLC d/b/a Lillian's Front Porch
Location:	33925 U.S. Highway 98, Lillian, Alabama 36549
License Type:	020 – Restaurant Retail Liquor
Public Hearing Date:	June 15, 2021

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You must obtain and provide an original proof of publication affidavit from the newspaper office to the County Commission Administration Office in Bay Minette on or before the public hearing date. A

copy of the affidavit is not sufficient and could delay your application process. Please be aware that you (or an authorized representative) must appear in person for the public hearing.

*Carjetta L. Crook*

Administrative Support Specialist IV

Baldwin County Commission

Phone: (251) 937-0267 ext. 2267

Fax: (251) 580-2500

Email: [Carjetta.Crook@baldwincountyal.gov](mailto:Carjetta.Crook@baldwincountyal.gov)



**BALDWIN** COUNTY,  
ALABAMA

County

**PLANNING AND ZONING DEPARTMENT**Main Office - 251.580.1655  
22251 Palmer St., Robertsdale, AL 36567Foley Office - 251.972.8523  
201 East Section Ave., Foley, AL 36535**ZONING VERIFICATION REQUEST****Case #: ZV21-000109**

This zoning verification is for informational purposes only.  
Specific uses for the zoning classification should be verified through the  
Baldwin County Zoning Ordinance and associated maps  
or through consultation with the Planning and Zoning staff.

**Applicant**

John Barbato DBA LILLIANS FRONT PORCH  
33925 us highway 98  
Lillian Alabama 36549

**Site Information**

Parcel ID Number: 05-52-08-27-0-000-001.000  
Physical Address (E-911): 33925 U S HWY 98 LILLIAN, AL 36549

**Project Information**

Applicant's Description of Proposed Use: Liquor License Request

**Staff Review**

City Limits:  
Extra Territorial Jurisdiction (ETJ):  
Building Permit Jurisdiction: Baldwin County  
Zoning Status: Zoned  
Planning District: 22: Elberta  
Zoning Classification: B-2 Local Business District  
Fire District: Lillian 37  
Verification Status: Completed  
Date of Verification: 03/19/2021  
Planner's Comments:

**Reviewed By:** Brenda Brock, Administrative Support Specialist

**BALDWIN COUNTY COMMISSION**

**CONSENT FOR INSPECTION**

I, JOHN BARBATO, the owner or authorized agent for the  
owner of the premises located at 33925 US Hwy 98  
WILLIAM AL 36549,

do hereby consent to the inspection of said premises and the posting of a public notice  
sign, by an employee of the Baldwin County Planning Department, Baldwin County,  
Alabama, in conjunction with application for an alcohol license, without further  
notice. I understand that the public signs are the property of the Baldwin County  
Commission and are only to be removed by an employee of the Baldwin County  
Commission.

Dated this 8 day of MAY, 2021.

  
Signature of Owner or Authorized Agent

251-510-4816  
Telephone number

# STATE OF ALABAMA

BALDWIN COUNTY

CONTROL NO.  
1612127

LICENSE NO.  
2110369

ACCOUNT NO.  
73622

ISSUED TO:  
LUCKY DOGG LLC DBA LILLIANS FRONT PORCH  
BARBATO, JOHN DAVID  
33925 US HWY 98  
LILLIAN, AL 36549

LICENSE YEAR
<b>2020-2021</b>
1/2 Year

DATE ISSUED		
05	10	2021
MO.	DAY	YR.

LICENSE TYPE	
STORE LICENSE	X
CHAIN STORE LICENSE	
OCCUPATIONAL LICENSE	X

BUSINESS LOCATION:  
33925 US HWY 98  
LILLIAN, AL 36549

EXPIRES  
September 30, 2021  
RENEW IN OCTOBER

RL:123123  
U25 - #1612127 - T1 - P567888 - M2

SECTION	BUSINESS TYPE	License Amount	FEE	PENALTY	CITATION	INTEREST	TOTAL
069B	CEREAL BEVERAGES, SOFT DRINKS - RETAILERS (on tap)	7.50	1.00	0.00	0.00	0.00	8.50
0151	RESTAURANTS, CAFES, CAFETERIAS, ETC	11.25	1.00	0.00	0.00	0.00	12.25
315A	STORE LICENSE	0.50	1.00	0.00	0.00	0.00	1.50

<p>TRANSFER OF LICENSE</p> <p>Evidence having been adduced before me that a bona fide sale of the business licensed by this certificate has been made by licensee, this license is transferred to said purchaser.</p>	<p><b>Kathleen D. Baxter</b></p> <p>State Comptroller</p> <p><b>Vernon Barnett</b></p>	TOTAL	22.25	
	<p>Name of Purchaser</p>	<p>Commissioner of Revenue</p> <p><b>HARRY D'OLIVE JR</b></p>	MAIL FEE	0.00
	<p>Issuing Authority</p>	<p>Issuing Authority</p>	TOTAL WITH MAIL FEE	22.25

2021 - 2110369  
5/10/2021 1:42:17 PM  
U25 - #1612127  
T1 - P567888 - M2

LUCKY DOGG LLC  
BARBATO, JOHN DAVID  
33925 US HWY 98  
LILLIAN, AL 36549

# OFFICE OF SHERIFF

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BALDWIN COUNTY, ALABAMA  
SHERIFF HUEY HOSS MACK



310 Hand Avenue  
Bay Minette, Alabama 36507  
(251) 937-0210  
Fax (251) 580-1687

TO: Baldwin County Commission

FROM: Anthony Lowery  
Chief Deputy

A handwritten signature in black ink, appearing to be "AL", is written over the name "Anthony Lowery".

Date: May 12, 2021

Subject: Alcoholic Beverage License  
Lucky Dogg LLC  
D.B.A Lillian's Front Porch  
Location: 33925 US HWY 98 Lillian, AL 36549  
Mailing: 33925 US HWY 98 Lillian, AL 36549

APPLICANT: John David Barbato and Julia Annette Barbato

Based on information provided to the Baldwin County Sheriff's Office in the above referenced license application we do not oppose issuance of the license.

AL/BL

# FOOD PERMIT



**Baldwin**

**Food Service Establishment  
Priority Category 3**

**FS-6110**

COUNTY

**Lucky Dogg LLC**

PERMIT NUMBER

BUSINESS OWNER OR AUTHORIZED AGENT  
IS HEREBY PERMITTED TO MAINTAIN AND OPERATE

**Lillian's Front Porch**

ESTABLISHMENT  
LOCATED AT

**33925 US Highway 98**

**Lillian**

**36549-**

STREET

CITY OR TOWN

ZIP

THIS PERMIT SIGNIFIES COMPLIANCE ON THE DATE OF ISSUE WITH THE  
ALABAMA DEPARTMENT OF PUBLIC HEALTH RULES FOR

**Rules for Food Service Sanitation - 420-3-22**

PURSUANT TO ALABAMA LAW (SECTION 22-20-5 CODE OF ALABAMA,  
1975) AND IS VALID UNTIL PERMIT EXPIRES, IS SUSPENDED OR REVOKED.

**05/06/21**  
Date issued

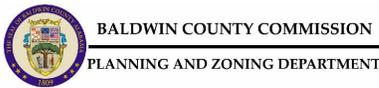
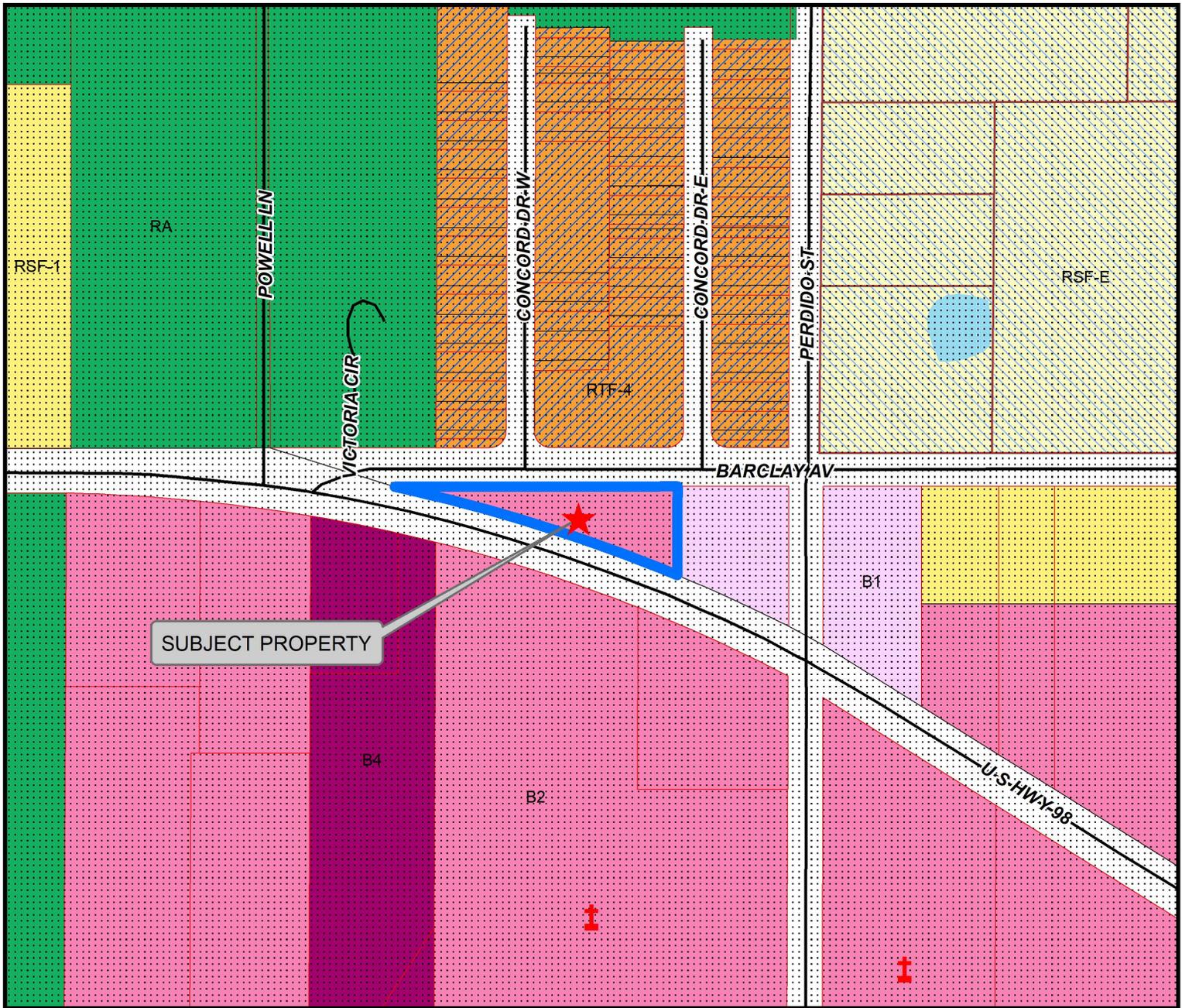
**09/30/21**  
Expiration Date

Scott Harris, M.D., M.P.H.  
State Health Officer

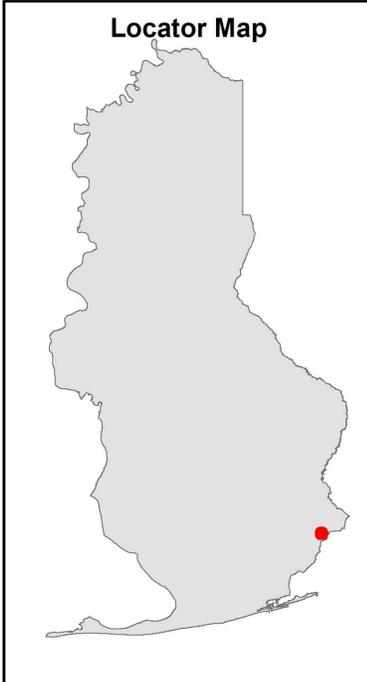
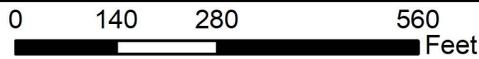
Local or District Health Officer

Display for public view - not transferable

ADPH-FLP-102L.01.2020

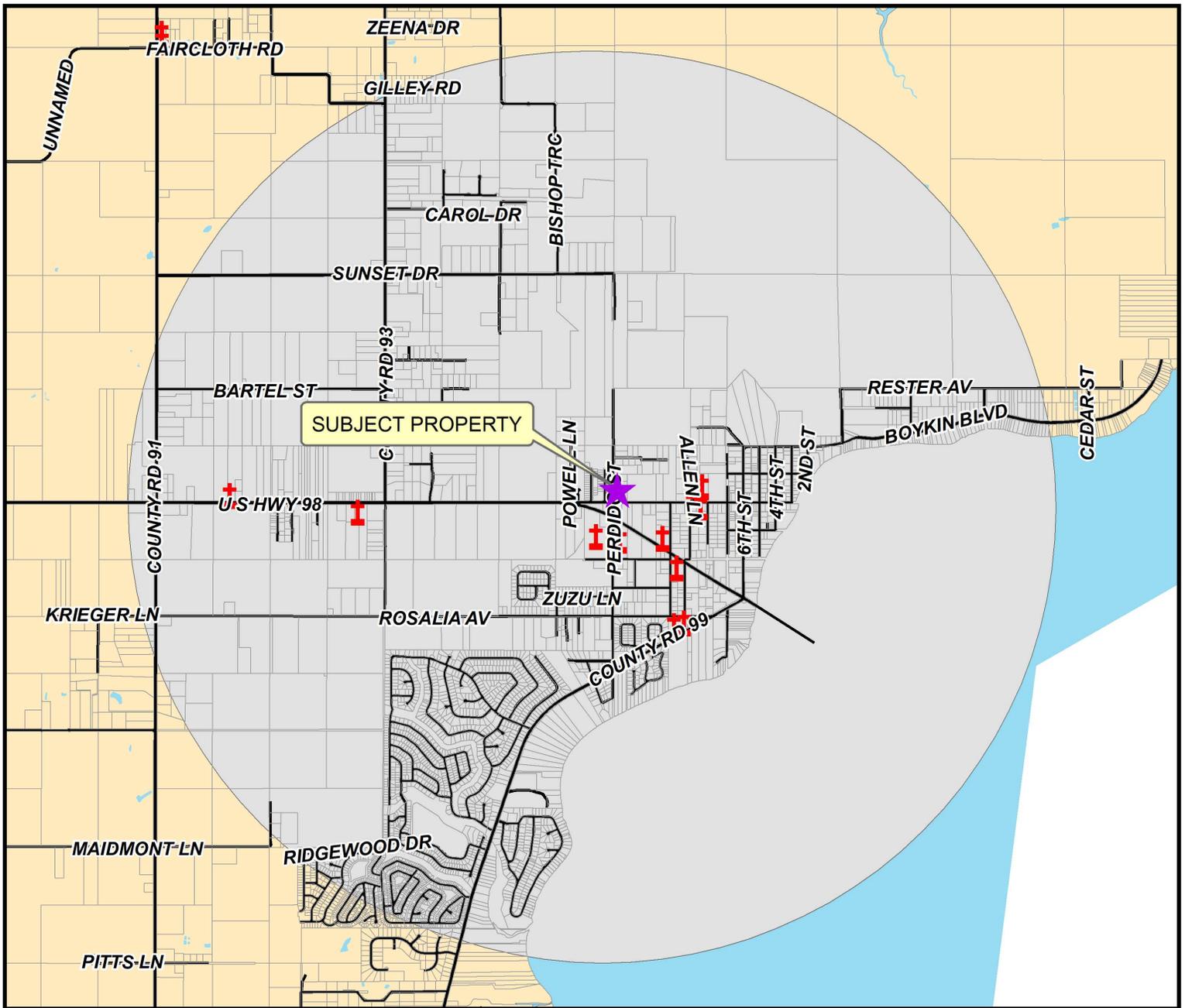


**LUCKY DOGG LLC dba LILLIAN'S FRONT PORCH**  
**33925 US HWY 98, LILLIAN FRONT PORCH**  
**ABC LICENSE**

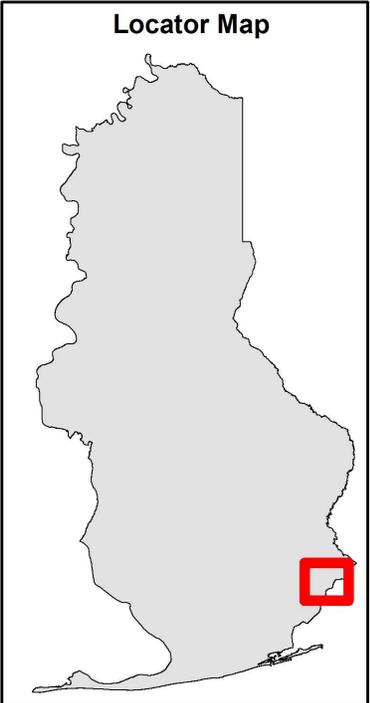


Place of Worship	Rural Agricultural District (RA)	Residential Manufactured Housing Park District (RMH)
School Locations	Conservation Resource District (CR)	Marine Recreation District (MR)
Unincorporated Baldwin County	Residential Single Family Estate District (RSF-E)	Outdoor Recreation District (OR)
911 STREETS	Residential Single Family District (RSF-1)	Tourist Resort District (TR)
Water	Residential Single Family District (RSF-2)	Professional Business District (B-1)
City Limits	Residential Single Family District (RSF-3)	Neighborhood Business District (B-2)
Parcels	Residential Single Family District (RSF-4)	General Business District (B-3)
Rural District (RR)	Residential Two Family District (RTF-4)	Major Commercial District (B-4)
	Residential Single Family District (RSF-6)	Light Industrial District (M-1)
	Residential Two Family District (RTF-6)	General Industrial District (M-2)
	Residential Multiple Family District (RMF-6)	

The information contained in this representation of digital data distributed by the Baldwin County Commission's Planning and Zoning Department is derived from a variety of public and private sources and is considered to be dependable. However, the accuracy, completeness, and currency thereof are not guaranteed. The Baldwin County Commission makes no warranties, expressed or implied, as to the accuracy, completeness, currency, reliability, or suitability of information or data contained in or generated from the County Geographic Database for any particular purpose. Additionally, the Baldwin County Commission or any agent, servant, or employee thereof assume no liability associated with the use of this data, and assume no responsibility to maintain it in any matter or form. For more information concerning this map call 251.580.1655.



**LUCKY DOGG LLC dba LILLIAN'S FRONT PORCH**  
**33925 US HWY 98, LILLIAN FRONT PORCH**  
**ABC LICENSE**



-  Place of Worship
-  School Locations
-  Parcels
-  911 STREETS
-  2-Mile Buffer



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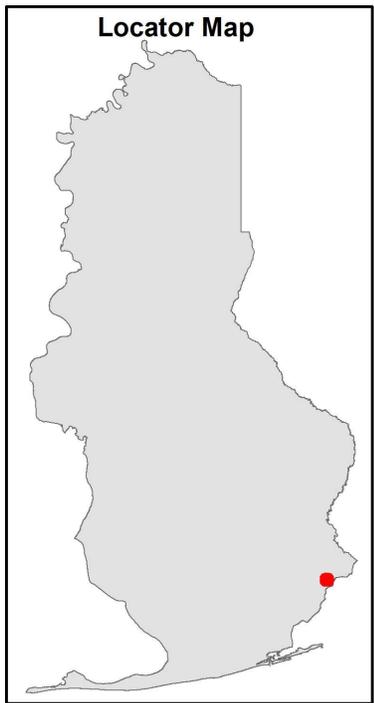


 **BALDWIN COUNTY COMMISSION**  
 PLANNING AND ZONING DEPARTMENT



**LUCKY DOGG LLC dba LILLIAN'S FRONT PORCH**  
**33925 US HWY 98, LILLIAN FRONT PORCH**  
**ABC LICENSE**

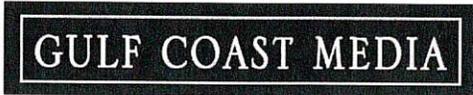
-  Place of Worship
-  School Locations
-  911 STREETS
-  Parcels



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May 13, 2021





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

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

LEGAL REP -  
251-345-6805

**PROOF OF PUBLICATION  
STATE OF ALABAMA • BALDWIN COUNTY**



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

05/21/2021, 05/28/2021, 06/04/2021

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

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

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

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



AMBER KIMBLER  
My Commission Expires  
April 10, 2022

Sworn and subscribed to on 06/04/2021.

JOHN DAVID BARBATO -- LEGAL ACCOUNT

Acct#: 1001666

Ad#: 324662

LL: Lucky Dogg, LLC Pd Discover App#113647393680260

Amount of Ad: \$140.00

Legal File# Lucky Dogg, LLC

**Legal Notice**  
**Notice of Pending Application**  
**for Approval of Issuance of**  
**Alcoholic Beverage License**  
  
Notice is hereby given that John David Barbato has requested that the Baldwin County Commission approve the issuance of 020-Restaurant Retail Liquor alcoholic beverage license(s) by the Alabama Alcoholic Beverage Control (ABC) Board and the 15th day of June, 2021 at 8:30 o'clock AM has been set for a public hearing thereof in the Baldwin County Commission Chambers, Baldwin County Administration Building, as located at 322 Courthouse Square, Bay Minette, Alabama 36507.  
The name and exact location of the business being Lucky Dogg, LLC d/b/a Lillian's Front Porch located at 33925 U.s> Highway 98, Lillian, Alabama 36549.  
At the public hearing, any interested person may appear at said time and place to be heard either in support of or in opposition to the granting by the Baldwin County Commission such approval. May 21-28; June 4, 2021



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0936, **Version:** 1

**Item #:** DR1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/15/2021

**Item Status:** New

**From:** Matthew Brown, Interim Planning and Zoning Director

**Submitted by:** DJ Hart, Planning Technician/J. Buford King, Development Review Planner

---

### ITEM TITLE

\*Case No. S-21047 Blackwater Farms Subdivision - Appeal from the Baldwin County Planning and Zoning Commission Denial of Subdivision Development Permit

### STAFF RECOMMENDATION

Discuss and grant public comments regarding Case No. S-21047, Blackwater Farms Subdivision, appeal from the Baldwin County Planning and Zoning Commission denial of a Development Permit for a proposed six lot subdivision in the Elsanor area and take one of the following actions **(please select one)**:

- 1) Affirm the decision of the Baldwin County Planning and Zoning Commission and deny the Development Permit for Case No. S-21047, Blackwater Farms Subdivision; **or**
- 2) Reverse the decision of the Baldwin County Planning and Zoning Commission and approve the Development Permit for Case No. S-21047, Blackwater Farms Subdivision; **or**
- 3) Modify the decision of the Baldwin County Planning and Zoning Commission as it relates to the Development Permit for Case No. S-21047, Blackwater Farms Subdivision.

### BACKGROUND INFORMATION

**Previous Commission action/date:** 03/02/2021 Last BCC action taken

#### **Background:**

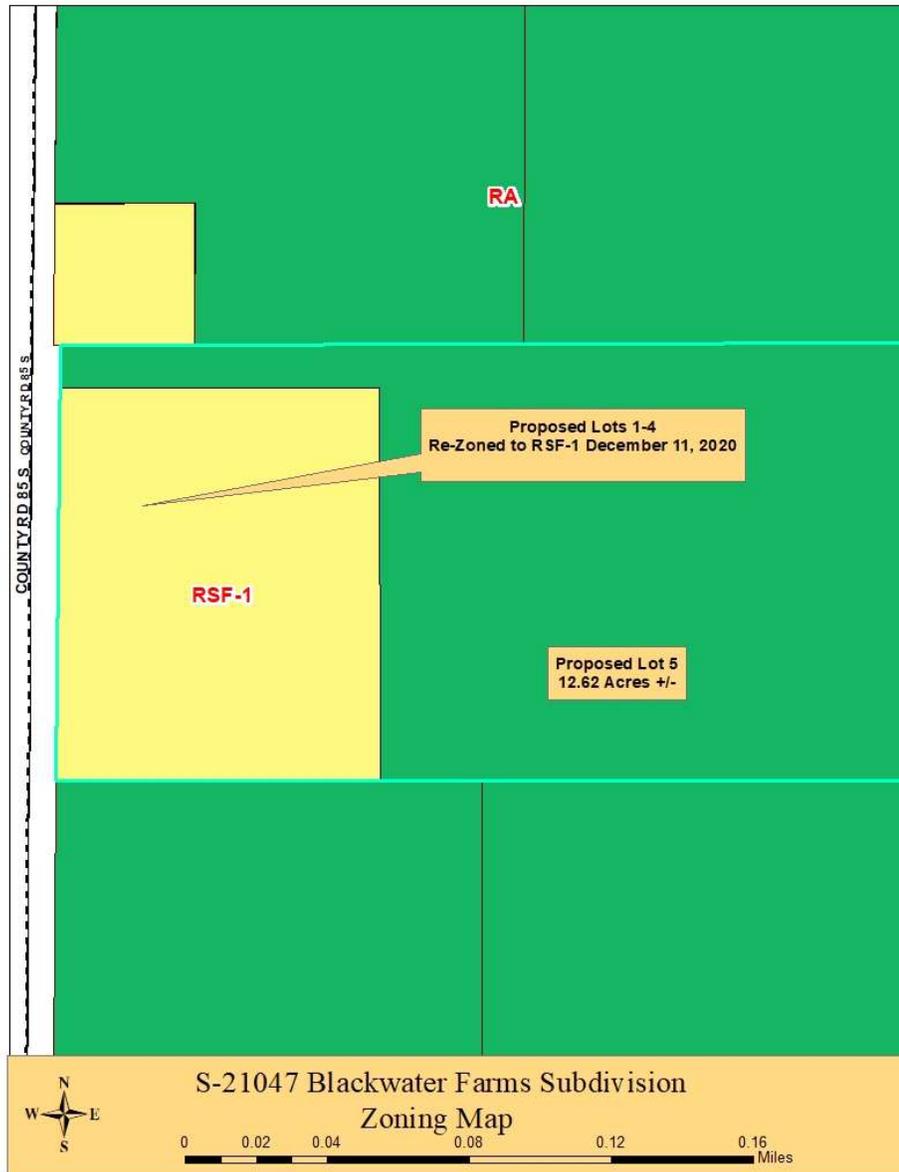
Staff reviewed the initial subdivision request, Case No. S-21005, a six (6) lot subdivision as part of the development permit review process and found no deficiencies. Staff recommended approval of the subdivision and the full staff report is attached. Two individuals spoke in opposition of the subdivision during the public hearing at the January 7, 2021, Planning and Zoning Commission meeting. The applicant was represented by Mr. David Shumer, P.E., the authorized agent. The Baldwin County Planning and Zoning Commission voted 5-1 to DENY the Development Permit related to Case No. S-21005, Blackwater Farms subdivision, a six (6) lot subdivision. The applicant

requested an appeal of the Baldwin County Planning and Zoning Commission's decision to the Baldwin County Commission. On March 2, 2021, Case No. S-21005 was considered by the Baldwin County Commission. After referring with the County Attorney, the Commission postponed the item to the April 6, 2021, Commission meeting. In the time between the March 2, 2021, Commission meeting and the April 6, 2021, Commission meeting the applicant, via an e-mail dated March 26, 2021, withdrew the appeal request and advised a new, five (5) lot subdivision request would be submitted for consideration by the Baldwin County Planning Commission.

Staff reviewed a second subdivision request related to subject property, Case No. S-21047, a five (5) lot subdivision, as part of the development permit review process and found no deficiencies. Staff recommended approval of the subdivision and the full staff report is attached. Five individuals spoke in opposition of the subdivision during the public hearing at the May 6, 2021, Planning and Zoning Commission meeting. An additional five individuals signed up in opposition to the development but did not speak during the public hearing. The applicant was represented by Mr. David Shumer, P.E., the authorized agent. The Baldwin County Planning and Zoning Commission voted 2-1 to DENY the Development Permit related to Case No. S-21047, Blackwater Farms subdivision, a five (5) lot subdivision.

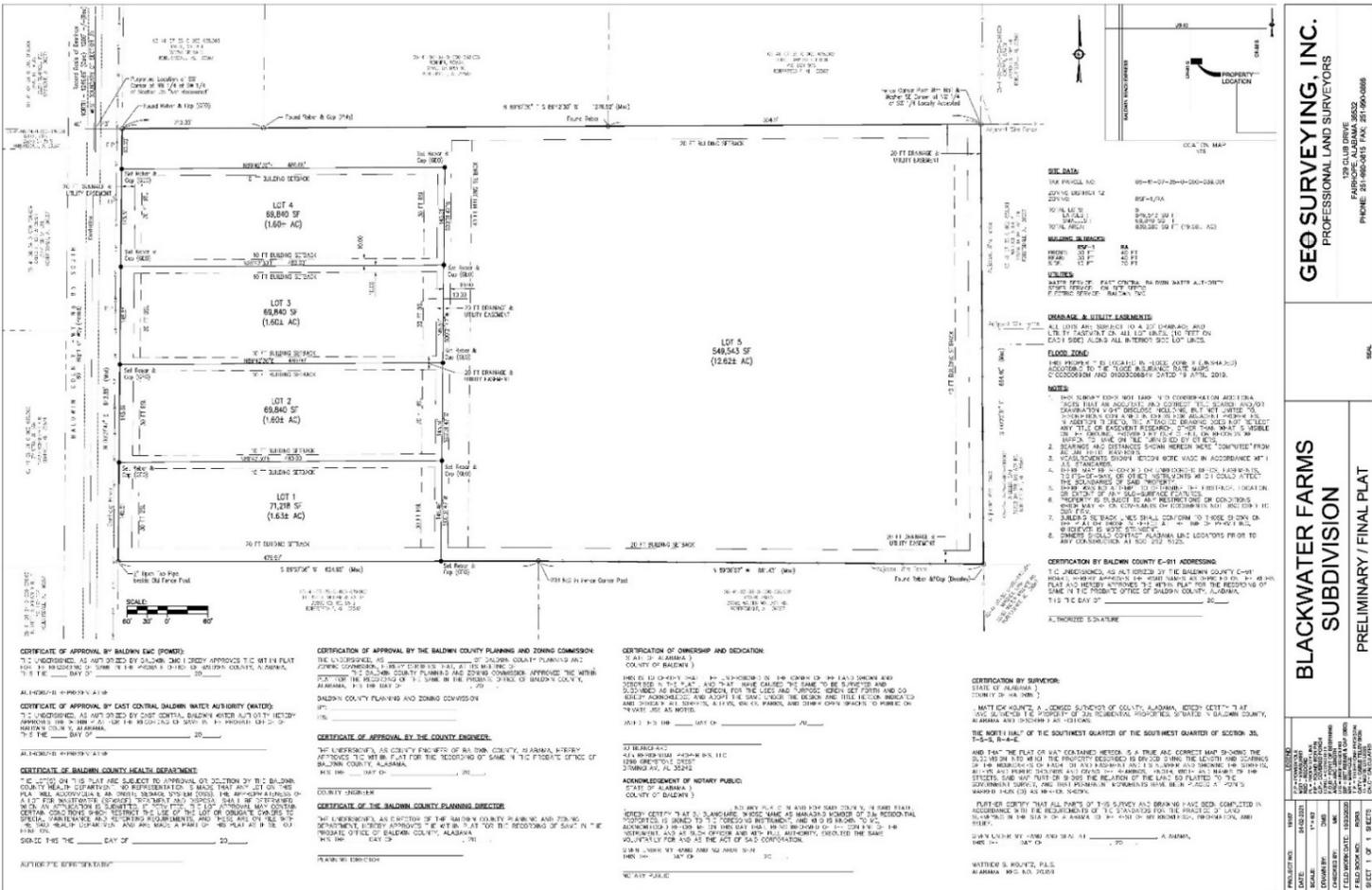
#### Existing Conditions:

Each of the two afore-mentioned subdivision requests share the same subject property parent parcel (Tax Parcel ID# 05-41-07-35-0-000-039.001 / PIN 31923) located on the east side of County Road 85 approximately ¼ mile south of US HWY 90 in the Elsanor Community east of Robertsdale. Subject property is approximately 19.06 acres (+/-) located within Planning District 12 and contains both RA Rural Agriculture and RSF-1 Single Family zoning classifications as seen in the image below.



**Proposed Subdivision:**

The owner is proposing to divide the 19.06 acre parcel into five lots, fronting on County Road 85 S. Four of the lots will be included in the area currently zoned RSF-1 and the fifth lot will include the remaining portion that is zoned RA. An excerpt of the proposed subdivision plat is included below:



**GEO SURVEYING, INC.**  
PROFESSIONAL LAND SURVEYORS  
100 COLLEGE DRIVE  
FAIRBURN, ALABAMA 36523  
PHONE: 331-862-8471 FAX: 331-862-8888

**BLACKWATER FARMS  
SUBDIVISION**  
PRELIMINARY / FINAL PLAT

Staff received a notice of appeal from the applicant on May 10, 2021, which is within the 30 days required for an appeal under the Subdivision Regulations. On May 20, 2021, Matthew Brown, Interim Planning and Zoning Director, submitted a copy of the file to the County Commission, County Administrator, County Attorney, and the County Engineer as required by the Subdivision Regulations.

The subdivision regulations dictate that appeals “shall be heard by the Baldwin County Commission at such regular or special meeting as the Baldwin County Commission shall determine, in its discretion.” And that, “[i]n the hearing of such appeals, the standard of review to be exercised by the Baldwin County Commission shall be de novo.”

In a de novo review, the Baldwin County Commission will review the decision of the Planning Commission as if it were a completely new case and as if the Planning Commission had not rendered a decision.

Staff mailed a notice of the public hearing for the appeal to adjacent property owners on June 4, 2021.

In this appeal, the Applicant is represented by engineer of record Mr. David Shumer, P.E. and attorney Mr. Larry Sutley.

**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 Staff

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

Mr. BJ Blanchard  
1299 Greystone Crest  
Birmingham, Alabama 35242

Mr. Laurence P. Sutley, PC  
Post Office Box 10  
Summerdale, Alabama 36580

Mr. David Shumer, P.E.  
Barton and Shumer Engineering  
3213 Midtown Park South  
Mobile, Alabama 36606

cc: Matthew Brown, Wayne Dyess, Buford King, DJ Hart

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

BALDWIN COUNTY PLANNING & ZONING COMMISSION

VOTING SHEET

Case# S-21047

Blackwater Farms Subdivision

Development Permit Approval

5/6/2021

Motion: MOTION TO DENY

Made by: JASON PADGETT

Motion Seconded by: GREG SEIBERT

MEMBER	IN FAVOR OF MOTION MADE	OPPOSED TO MOTION MADE
Steven Pumphrey	-	
Daniel Nance	A	
Brandon Bias	A	
Bonnie Lowry	A	
Robert Davis	X	
Plumer Tonsmeire	A	
Jason Padgett	X	
Michael Mullek	RECUSE	
Greg Seibert	X	

MOTION TO DENY CARRIES ON A VOTE OF 3-0

RECOMMENDED TO DNY BECAUSE RESIDENTS IN THE AREA DO NOT FEEL COMFORTABLE WITH THE DEVELOPMENT.

# BALDWIN COUNTY PLANNING & ZONING COMMISSION

## BALDWIN COUNTY PLANNING & ZONING DEPARTMENT

**Robertsdale Office**  
22251 Palmer Street  
Robertsdale, AL 36567  
Phone: (251) 580-1655  
Fax: (251) 580-1656

**Foley Office**  
201 East Section Avenue  
Foley, AL 36535  
Phone: (251) 972-8523  
Fax: (251) 972-8520

### NOTICE OF ACTION TAKEN

---

**MEETING DATE:** May 6, 2021

**CASE NUMBER:** S-21047, Blackwater Farms Subdivision

**PARCEL ID #:** 05-41-07-35-0-000-039.001

**PLANNING DISTRICT:** District 12, Zoned RA/RSF-1

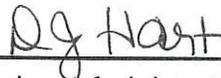
**PROPERTY LOCATION:** The subject property is located on the east side of County Road 85 approximately 0.25 miles south of US HWY 90 in the Elsanor Community near Robertsdale.

**APPLICANT:** David Shumer, PE  
Barton and Shumer Engineering  
3213 Midtown Park S.  
Mobile, AL 36606

**OWNER:** BJ Blanchard  
BJ's Residential Properties, LLC  
1299 Greystone Crest  
Birmingham, AL 35242

**REQUEST:** Development Permit Approval for a 5-lot Subdivision.

**ACTION TAKEN:** DENIED



\_\_\_\_\_  
Zoning Administrator or designee

opposition but did not speak. Mr. Brown explained to the public the reasoning behind the subdivision regulation which requires subdivisions to be on a paved road.

Jason Padgett made a motion to approve the variance request. Motion to approve the variance request failed for the lack of a second. Robert Davis made a motion to deny the variance request. Michael Mullek seconded the motion. Jason Padgett voted nay. All other members voted aye. **Motion to deny Case S-21040 Fell Road Subdivision Phase 2 Variance Request carries on a vote of 3-1.**

**c.) CASE HS-21001 CO. RD. 48, FAULKNER DIVISION HIGHWAY CONSTRUCTION SETBACK APPEAL**

Request for an appeal from the Highway Construction Setback to allow a garage to remain in the existing location. The garage is within the 75-foot highway construction setback on approximately 2 acres. The subject property is located on the southwest intersection of County Road 48 and County Road 9 in the Silverhill area. The property is unzoned in Planning District 14. Mrs. Booth reported a request from the applicant to withdraw the application due to a determination by the Baldwin County Highway Department that a setback appeal is not required.

Robert Davis made a motion to approve the withdrawal request. Jason Padgett seconded the motion. All members voted aye. **Motion to approve the withdrawal request for Case HS-21001 Faulkner Division Highway Construction Setback Appeal carries on a vote of 4-0.**

**d.) CASE S-21046 FAULKNER DIVISION DEVELOPMENT PERMIT APPROVAL**

Mary Booth presented the request for development permit approval for a 2-lot subdivision on approximately 52 acres. The subject property is located on the southwest intersection of County Road 48 and County Road 9 in the Silverhill area. The property is unzoned in Planning District 14.

Mrs. Booth reported recommendation of approval by staff and answered questions. Hunter Smith with Smith Clark and Associates was present to represent the applicant and answer questions. Brian Armstrong signed up in favor of the request to ask questions about an existing culvert. There was no one present in opposition of the request.

Michael Mullek made a motion to approve the request. Greg Seibert seconded the motion. All other members voted aye. **Motion to approve Case S-21046 Faulkner Division Development Permit Approval carries on a vote of 4-0.**

**e.) CASE S-21047 BLACKWATER FARMS SUBDIVISION DEVELOPMENT PERMIT APPROVAL**

Buford King presented the request for development permit approval for a 5-lot subdivision on approximately 19.06 acres. The subject property is located on the east side of County Road 85 south of US Hwy 90 in the Elsanor area. The property is zoned RA and RSF-1 in Planning District 12.

Mr. King reported recommendation of approval by staff and answered questions. David Shumer of Barton and Shumer Engineering was present to represent the applicant and answer questions. Owner BJ Blanchard was also present to answer questions. Michael Hinote, Don Hosman, Roman Bonner, Jimmie Hovark, and Blake

Harrison spoke in opposition of the request. Fran Hammond, Tim Hammond, Kellie Lawson, Roland Wilson, and Wayne Lawson signed up in opposition but did not speak.

Michael Mullek recused himself from the case. Robert Davis made a motion to approve the development permit. The motion failed for the lack of a second. Jason Padgett made a motion to deny the request. Mr. Padgett said his motion to deny was because the residents in the area do not feel comfortable with the application, therefore he has listened to their recommendation and he feels he concurs. Greg Seibert seconded the motion. Michael Mullek was recused, Robert Davis voted nay, all other members voted aye. **Motion to deny Case S-21047 Blackwater Farms Subdivision Development Permit Approval carries on a vote of 2-1.** Mr. Mullek returned to his seat.

## VIII. CONSIDERATION OF APPLICATIONS AND REQUESTS – REZONING CASES

### a.) CASE P-21005 BOGGY BRANCH LLC PROPERTY CONDITIONAL USE APPROVAL

Linda Lee presented the request for Conditional Use Approval to allow expansion of an existing cell tower facility by 330 square feet on approximately 68.31 acres located on the west side of State Hwy 225 north of Lake Boulevard. The subject property is zoned RR in Planning District 10.

Mrs. Lee reported recommendation of approval with conditions by staff. David Johnson was present to represent the applicant and to answer questions. There was no one present in opposition.

Michael Mullek made a motion to approve the request. Jason Padgett seconded the motion. All members voted aye. **Motion to approve Case P-21005 Boggy Branch LLC Property Conditional Use Approval subject to listed conditions below carries on a vote of 4-0.**

- **Approval shall be for this location only.**
- **A Baldwin County Land Use Certificate shall be obtained no later than six (6) months from the date of Conditional Use Approval. The Planning Commission may grant additional time if deemed necessary.**
- **Any major changes and/or additions shall result in further review and approval by the Planning Commission.**

## IX. ADDENDUM

### a.) CASE P-20013 NEAT PROPERTY CONDITIONAL USE APPROVAL EXTENSION

Celena Boykin presented the request for a 3-month extension of a previously approved Conditional Use for a wedding/event venue due to changes on the previously approved site plan. The subject property is located on the north side of US Hwy. 98, east of Breman Road in Planning District 22 zoned RA, Rural Agricultural District.

Mrs. Boykin reported recommendation of approval by staff for a 3-month extension. Mrs. Boykin also reported all previous conditions shall apply to the extension.

Michael Mullek made a motion to approve the request with conditions. Greg Seibert seconded the motion. All members voted aye. **Motion to approve Case P-20013**



## BALDWIN COUNTY COMMISSION

### PLANNING & ZONING DEPARTMENT

[www.planning.baldwincountyal.gov](http://www.planning.baldwincountyal.gov)

Main Office Physical:  
22070 Hwy 59  
Robertsdale, AL 36567  
Telephone 251.580.1655  
Fax 251.580.1656

Main Office Mailing:  
22251 Palmer Street  
Robertsdale, AL 36567

Foley Office:  
201 East Section Avenue  
Foley, AL 36535  
Telephone 251.972.8523  
Fax 251.972.8520

December 11, 2020

David Shumer  
3213 Midtown Park S.  
Mobile, AL 36606

Dear Mr. Shumer,

**Case No. Z-21008**

Based upon your request on December 11, 2020, a portion of the property, 05-41-07-35-0-000-039.001, identified as:

FROM THE SW CORNER OF THE NW 1/4 OF THE SW 1/4 OF SECTION 35 TRAVEL EAST 40 FEET TO THE EAST ROW LINE OF BALDWIN COUNTY ROAD 85 SOUTH; THEN TRAVEL SOUTH 60 FEET ALONG SAID ROW LINE TO THE POINT OF BEGINNING. TRAVEL N 89D42'30" E, 480.0 FT TO A POINT THEN TRAVEL S 31'47" W, 586.01 FT, THEN TRAVEL S 89D57'56" W TO THE EAST ROW LINE OF BALDWIN COUNTY ROAD 85 SOUTH, THEN TRAVEL N 31'47", 583.85 FT TO THE POINT OF BEGINNING CONTAINING 6.44± ACRES

has been rezoned from RA, Rural Agricultural District, to RSF-1 – Single Family District, in accordance with *Section 19.17 Agricultural Land* of the *Baldwin County Zoning Ordinances*.

Sincerely,

Linda Lee  
Planner

CC: Celena Boykin  
D J Hart

BJ's Residential Properties LLC  
1299 Greystone Crest  
Birmingham, AL 35242



# Baldwin County Commission

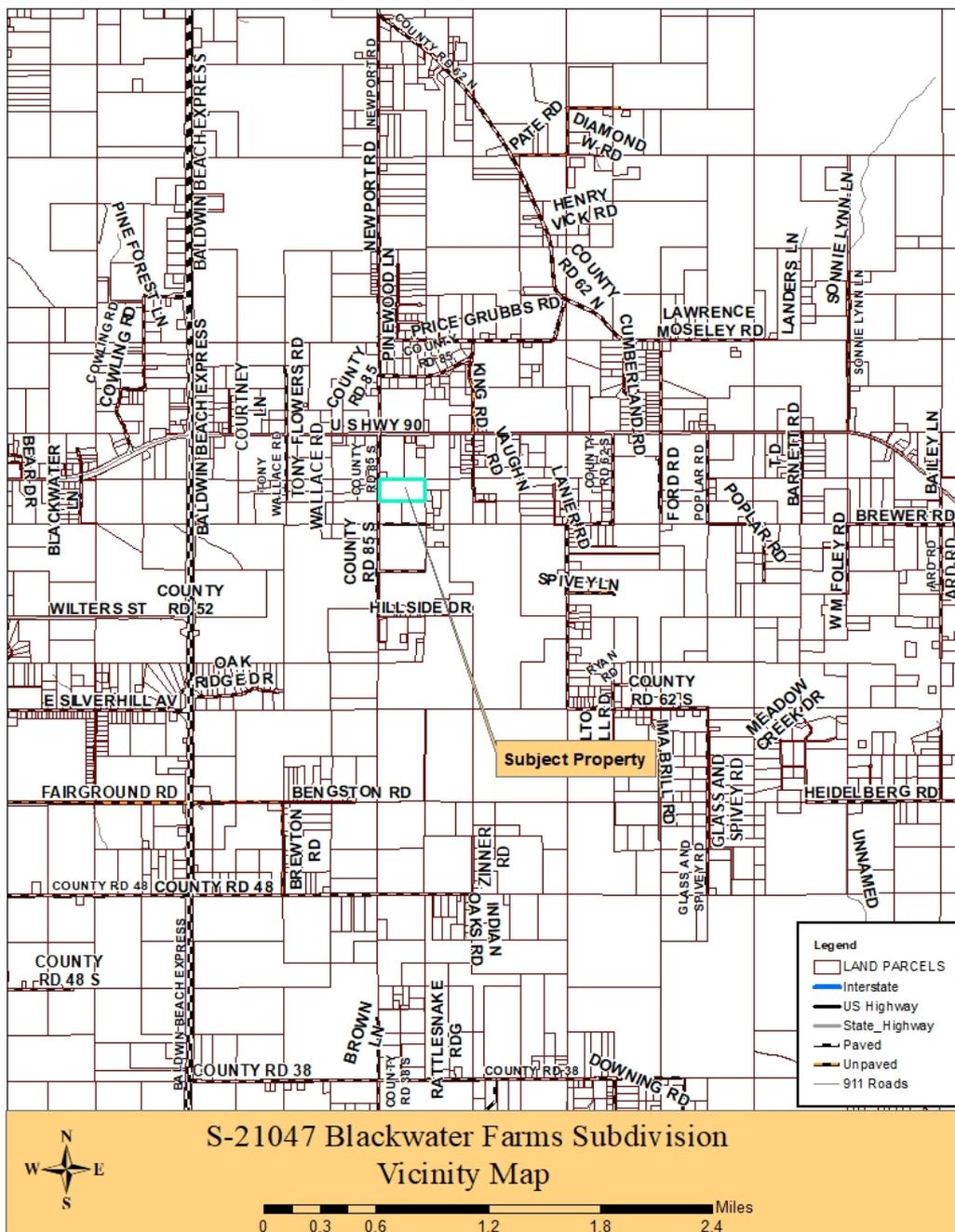
**June 15, 2021**

**S-21047**

# **Blackwater Farms Subdivision Appeal**

# S-21047 Blackwater Farms Subdivision Development Permit Approval Appeal

Applicant is requesting  
Development Permit Approval  
for a 5-lot subdivision that  
was DENIED by the Baldwin  
County Planning and Zoning  
Commission on May 6, 2021



# S-21047 Blackwater Farms Subdivision Development Permit Approval

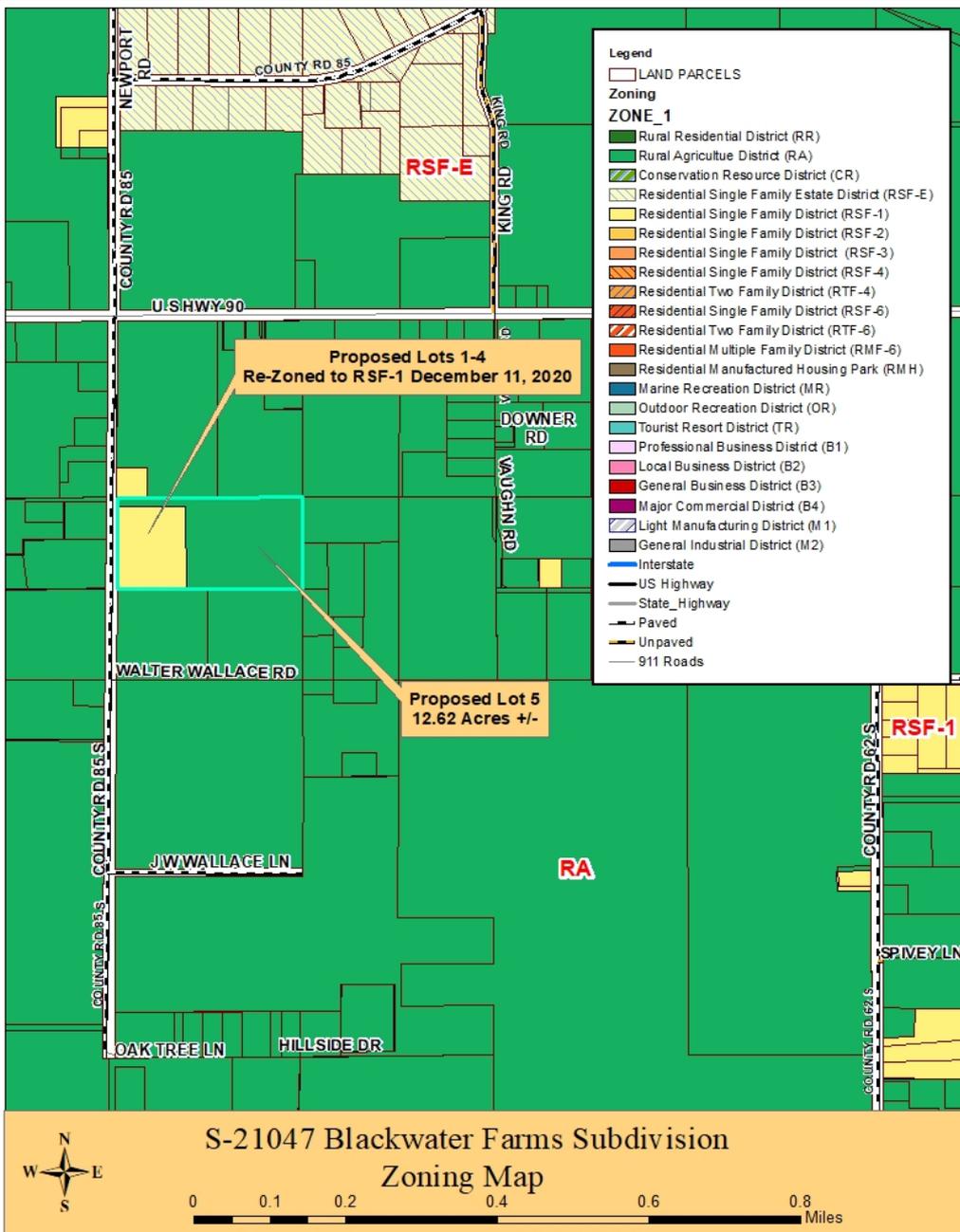
- District 12, Zoned RA and RSF-1

The subject property is located on the east side of County Road 85 approximately 0.25 miles south of US HWY 90 in the Elsanor Community near Robertsdale.



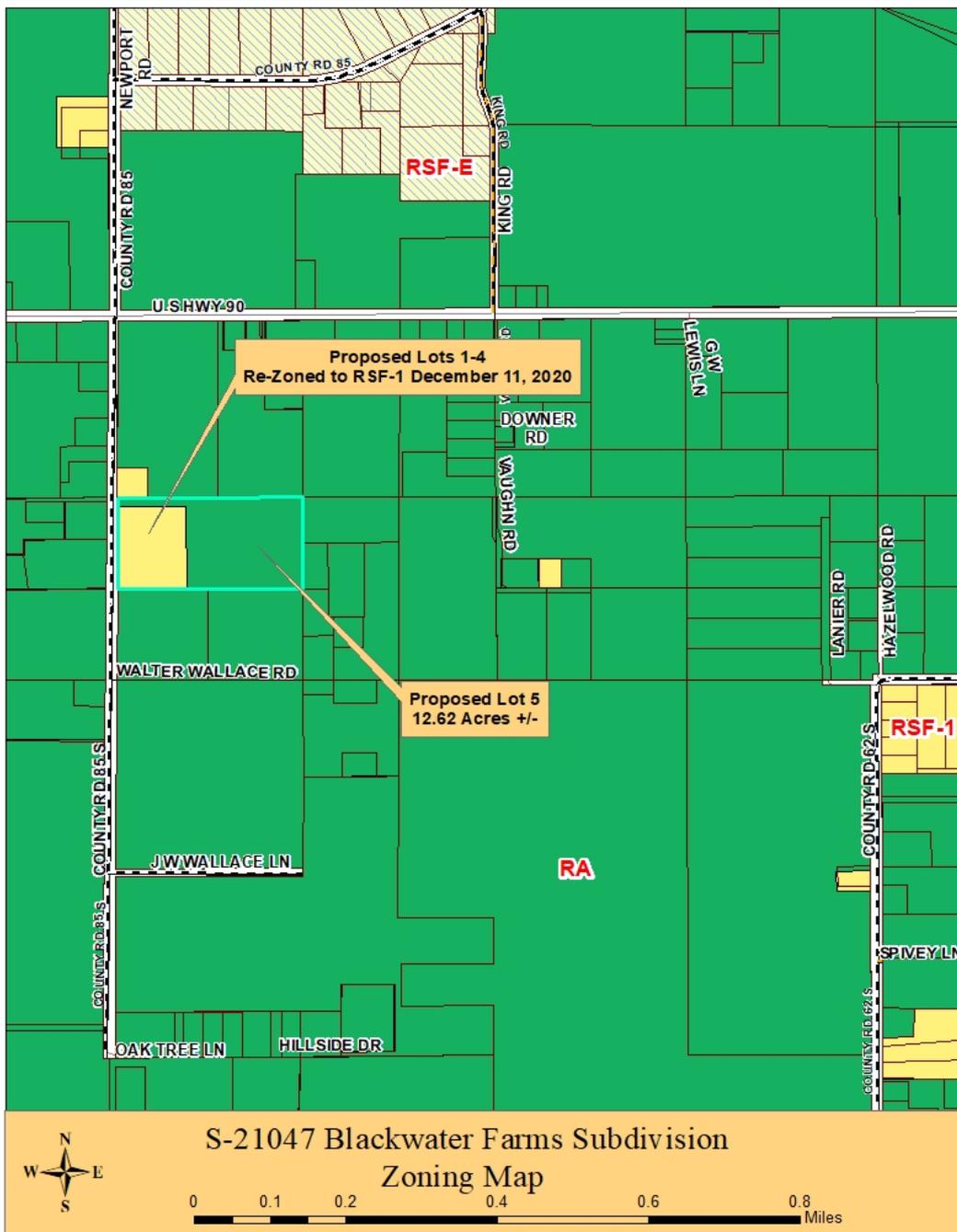
# S-21047 Blackwater Farms Subdivision Development Permit Approval

- Approximately 19.06 Total Acres
- 5 Proposed Lots
- Smallest Lot Size – 1.6 acres
- Water – East Central Baldwin Water Authority
- Sewer – On-site Septic
- Electricity – Baldwin EMC



# S-21047 Blackwater Farms Subdivision Development Permit Approval

The legend has been removed from the map to more clearly show all surrounding properties and their zoning classifications





# S-21047 Planning and Zoning Commission *Staff Recommendation*

Recommendation to the Baldwin County Planning and Zoning Commission at its May 6, 2021 regular meeting:  
**APPROVAL OF DEVELOPMENT PERMIT**

No deficiencies with the application were identified by staff

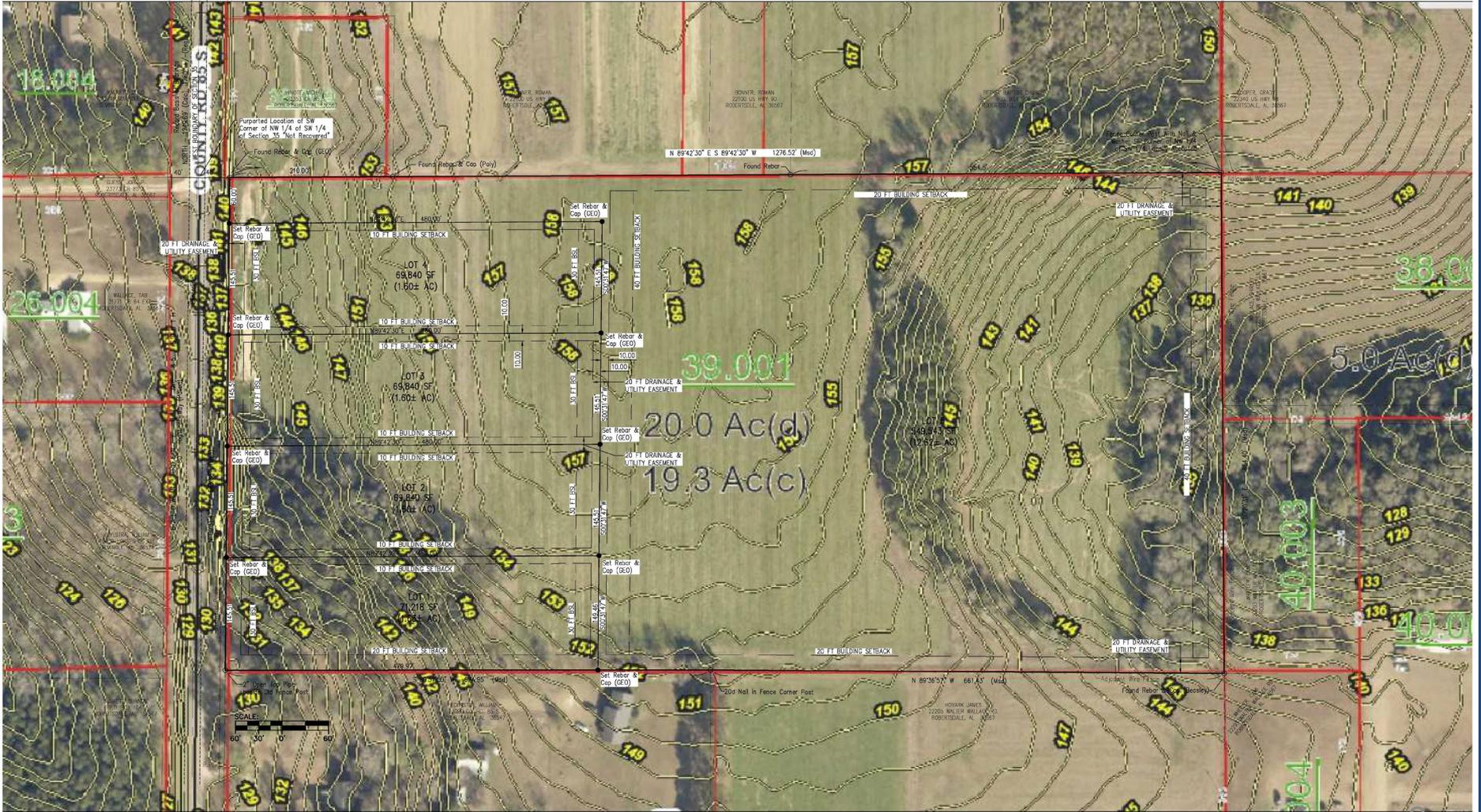
# S-21047 County Commission *Staff*

## *Recommendation*

Discuss and allow public comments regarding Case No. S-21047, Blackwater Farms Subdivision, appeal from the Baldwin County Planning and Zoning Commission denial of a Development Permit for a proposed six lot subdivision in the Elsanor area and take one of the following actions (**please select one**):

- 1) Affirm the decision of the Baldwin County Planning and Zoning Commission and deny the Development Permit for Case No. S-21047, Blackwater Farms Subdivision; **or**
- 2) Reverse the decision of the Baldwin County Planning and Zoning Commission and approve the Development Permit for Case No. S-21047, Blackwater Farms Subdivision; **or**
- 3) Modify the decision of the Baldwin County Planning and Zoning Commission as it relates to the Development Permit for Case No. S-21047, Blackwater Farms Subdivision.

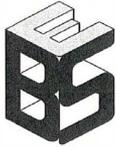
# S-21047 Blackwater Farms Subdivision Additional Supporting Information: contours



# S-21047 Blackwater Farms Subdivision Additional Supporting Information

- The property contains a “ridge” in the center. The drainage calculations account for the ridge and thus reflect “east” and “west” flow (C) and time of concentration ( $T_c$ ) calculations
- The Baldwin County Board of Education provides the following student yield factors that would be generated by the subdivision:

Total Units	Attendance Zone	Student Yield Factor	Expected Number of Students
5	Elsanor Elementary	forthcoming	forthcoming
5	Central Baldwin Middle	forthcoming	forthcoming
5	Robertsdale High	forthcoming	forthcoming



BLACKWATER FARMS SUBDIVISION  
Baldwin County, Alabama

Drainage Methodology:

This project consists of the division of a single piece of land into five (5) residential lots. The property is located on the east side of County Road 85 South with ±640 feet of roadway frontage. The property is the north half of the southwest quarter of the southwest quarter of Section 35 and contains approximately 19.06 acres. The property is being subdivided into four (4) lots of ±1.6 acres each and a remnant parcel containing 12.62 acres. The majority of the property is currently used as farm land with row crops with some isolated areas of trees.

The property has a ridge that runs from north to south approximately 600 feet from County Road 85 South. The drainage analysis consisted of two area calculations for each watershed (east and west). The east portion of the subdivision contains the five (5) smaller lots and the west is entirely within the remnant parcel. Based on the USGS Web Soil Survey the western portion of the property is primarily soil group A and B while the east side of the ridge contains B and C soils. Soil Group B was used to establish the Curve Numbers for the impact analysis of this development.

Calculations for the weighted curve number for each portion of the property were performed by treating the existing row crop property (CN=81) as pasture land (50-75% ground cover fair condition - CN=69), the smaller lots were calculated as 1.3 acre lots (CN=67.1) based on the one (1) (CN=68) and two (2) (CN=65) acre lots as a basis and the larger lot was calculated as two (2) acre lots (CN=65).

Using the SCS method with there will **not be an increase in runoff** as a result of changing from a farmed property to the proposed residential lots.

Site Area = 830,280 SF (±19.06 AC)

WEST EXISTING:

CN = 67

(60) WOODED = 1.81 AC

(69) PASTURE = 6.77 AC

Tc = 4 min (Kirpich)

EAST EXISTING:

CN = 68

(60) WOODED = 1.59 AC

(69) PASTURE = 8.89 AC

Tc = 5 min (Kirpich)

WEST PROPOSED:

C = 66.58

(67.1) RESIDENTIAL (1.3 AC) = 6.44 AC

(65) RESIDENTIAL (12.6 AC) = 2.14 AC

Tc = 4 min (Kirpich)

EAST PROPOSED:

C = 65

(65) RESIDENTIAL (12.6 AC) - 100%

Tc = 5 min (Kirpich)

The results of the subdivision will not increase the runoff from the site based on the SCS method. No storm water runoff abatement is proposed.



# S-21047 Blackwater Farms Subdivision Development Permit Approval

Document at left is an excerpt of the drainage report submitted by the Engineer of Record (EOR)

# S-21047 Blackwater Farms Subdivision Development Permit Approval

Document at left contains the  
review comments provided by  
Baldwin County Highway  
Department staff

## **Buford King**

---

**From:** Alfreda Jeffords  
**Sent:** Thursday, April 22, 2021 5:26 PM  
**To:** Buford King  
**Cc:** Jessie Parfait; Mary Booth  
**Subject:** RE: S-21047 Blackwater Farms Subdivision package

Buford,

The lots could apply for residential driveway permits if/when they build homes/buildings on the properties. Any additional land use changes would have to be reviewed to accommodate for additional runoff.

Let me know if you need further information.

Thanks,  
Weesie

---

**From:** Buford King  
**Sent:** Tuesday, April 20, 2021 10:31 AM  
**To:** Debra Ann. Morris < >; Alfreda Jeffords  
**Cc:** Matthew Brown < >; Jessie Parfait  
Mary Booth  
**Subject:** S-21047 Blackwater Farms Subdivision package

Deb/Wessie, good morning, I have a new subdivision case for you:

S-21047, Blackwater Farms Subdivision, a 5-lot subdivision along CR 85 east of Robertsdale in planning district 12, to be heard at the May 6<sup>th</sup> PC meeting, all digital files at this link:

Weesie you'll see that David Shumer provided a drainage narrative with his PE stamp. Four of the five lots are 1.6 acres +/- and the fifth lot is 12.62 acres +/- . The area that will contain the four 1.6 acre +/- lots is zoned RSF-1 to allow the smaller lot size.

Please provide any review comments you may have, and via e-mail copy you'll see when my review comments go to the engineer.

Thank you,

J. Buford King, MPA, LEED AP  
Development Review Planner  
Baldwin County Planning and Zoning  
22251 Palmer Street  
Robertsdale, AL 36567

# S-21047 Blackwater Farms Subdivision Additional Supporting Information *Case # S-21005*

S-21005 was a six-lot subdivision requested for the same property and considered by the Baldwin County Planning and Zoning Commission on January 7, 2021

- Staff found no deficiencies with that application and recommend approval of the Development Permit
- S-21005 was denied by the Baldwin County Planning and Zoning Commission
- Though an appeal of the denial of S-21005 was submitted to the Baldwin County Commission, in lieu of consideration by the Commission the applicant submitted subject application S-21047 and reduced the request from six (6) to five (5) lots and increased the lot sizes within the RSF-1 area.

# S-21047 Blackwater Farms Subdivision Additional Supporting Information *Land Use Certificates*

## Land Use Certificate Requirements

- Required before the issuance of any building permit
  - Includes Plumbing, electrical, and HVAC
- Request for Land Use Certificate shall include
  - an accurate site plan drawn to scale showing:
    - the actual shape, dimensions and size of the lot to be built upon,
    - The size, shape, height, floor area and location of the buildings to be erected
    - dimensions and locations of existing buildings
    - width of front side and rear yards
    - existing and proposed parking
    - ingress to and egress from the site
    - such other information as may be reasonably requested to determine compliance with these zoning ordinances including but not limited to:
      - landscaping plan
      - erosion control plan
      - stormwater management plan
      - utilities plan.



**BALDWIN COUNTY COMMISSION**

**PLANNING & ZONING DEPARTMENT**

www.planning.baldwincountyal.gov

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22070 Hwy 59  
Robertsdale, AL 36567  
Telephone 251.580.1655  
Fax 251.580.1656

Main Office Mailing:  
22251 Palmer Street  
Robertsdale, AL 36567

Foley Office:  
201 East Section Avenue  
Foley, AL 36535  
Telephone 251.972.8523  
Fax 251.972.8520

December 11, 2020

David Shumer  
3213 Midtown Park S.  
Mobile, AL 36606

Dear Mr. Shumer,

**Case No. Z-21008**

Based upon your request on December 11, 2020, a portion of the property, 05-41-07-35-0-000-039.001, identified as:

FROM THE SW CORNER OF THE NW 1/4 OF THE SW 1/4 OF SECTION 35 TRAVEL EAST 40 FEET TO THE EAST ROW LINE OF BALDWIN COUNTY ROAD 85 SOUTH; THEN TRAVEL SOUTH 60 FEET ALONG SAID ROW LINE TO THE POINT OF BEGINNING. TRAVEL N 89D42'30" E, 480.0 FT TO A POINT THEN TRAVEL S 31'47" W, 586.01 FT, THEN TRAVEL S 89D57'56" W TO THE EAST ROW LINE OF BALDWIN COUNTY ROAD 85 SOUTH, THEN TRAVEL N 31'47", 583.85 FT TO THE POINT OF BEGINNING CONTAINING 6.44± ACRES

has been rezoned from RA, Rural Agricultural District, to RSF-1 – Single Family District, in accordance with *Section 19.17 Agricultural Land* of the *Baldwin County Zoning Ordinances*.

Sincerely,

Linda Lee  
Planner

CC: Celena Boykin  
D J Hart

BJ's Residential Properties LLC  
1299 Greystone Crest  
Birmingham, AL 35242

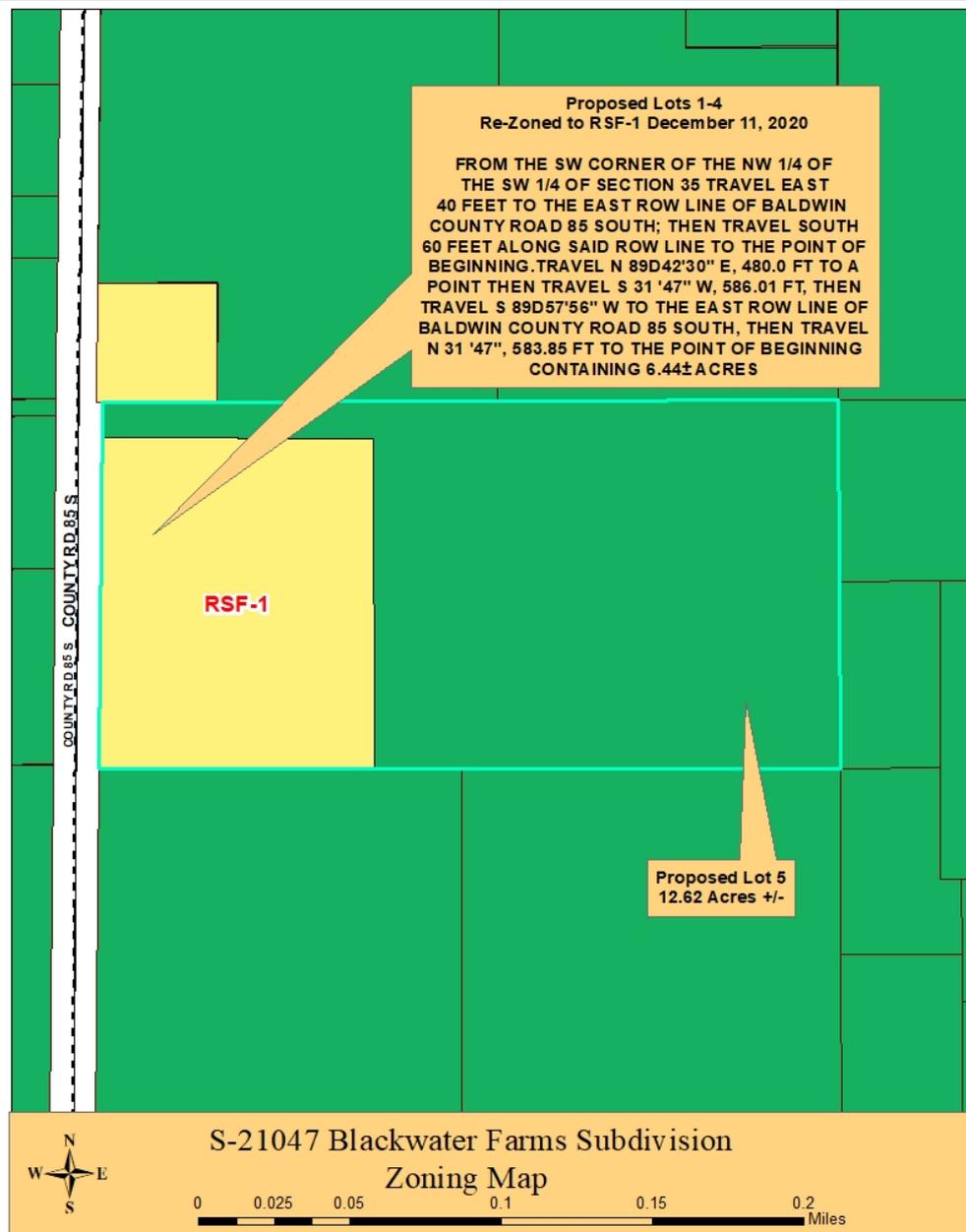
# S-21047 Blackwater Farms Subdivision

## Baldwin County Zoning Ordinance:

### Section 19.17 Agricultural Land

*In any planning district which has elected to come under the planning and zoning jurisdiction of the Baldwin County Commission, undeveloped land or land zoned or used for agricultural purposes or timber growing, shall automatically be rezoned to the RSF-1 Single family District upon the submission of a complete application by the owner.*

## Blackwater Farms Subdivision Development Permit Approval



- Approximately 19.06 Total Acres
- 5 Proposed Lots
- Smallest Lot Size – 1.6 acres
- Water – East Central Baldwin Water Authority
- Sewer – On-site Septic
- Electricity – Baldwin EMC

# S-21047

## Blackwater Farms Subdivision Development Permit Approval

LOT #	ZONING	PROPOSED LOT SIZE	REQUIRED LOT SIZE	COMPLIANT?
1	RSF-1	1.63 acres	30,000sf (0.67 acres)	YES
2	RSF-1	1.6 acres	30,000sf (0.67 acres)	YES
3	RSF-1	1.6 acres	30,000sf (0.67 acres)	YES
4	RSF-1	1.6 acres	30,000sf (0.67 acres)	YES
5	RA	12.62 acres	3 acres	YES

# S-21047 Blackwater Farms Subdivision Additional Supporting Information *RA Allowable Uses*

## **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.

# S-21047 Blackwater Farms Subdivision Additional Supporting Information *RA Special Exception and Conditional Uses*

3.2.3 *Special exceptions (approved by Board of Adjustment)*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as special exceptions:

- (a) The following general commercial uses: recreational vehicle park (see *Section 13.9: Recreational Vehicle Parks*).
- (b) The following local commercial uses: bed and breakfast or tourist home (see *Section 13.11: Bed and Breakfast Establishments*).

3.2.4 *Conditional uses (approved by Planning Commission)*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

- (a) Transportation, communication, and utility uses not permitted by right.
- (b) Institutional uses not permitted by right.

# S-21047 Blackwater Farms Subdivision Additional Supporting Information *RA Dimensional Standards*

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 18.6 Variances, and Article 20: Nonconformities*, the area and dimensional ordinances set forth below shall be observed.

Maximum Height of Structure in Feet	35-Feet
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

# S-21047 Blackwater Farms Subdivision Additional Supporting Information *RSF-1 Allowable Uses*

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.

# S-21047 Blackwater Farms Subdivision Additional Supporting Information *RSF-1 Special Exceptions and Conditional Uses*

4.2.3 *Conditional uses (approved by Planning Commission)*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following uses and structures designed for such uses may be allowed as conditional uses:

(a) Outdoor recreation uses.

(b) The following institutional uses: day care home; fire station; school (public or private).

(c) The following general commercial uses: country club.

4.2.4 *Special exception (approved by Board of Adjustment)*. Except as provided by *Section 2.3: Establishment of Zoning in Planning Districts*, the following use and structures designed for such use may be allowed

as a special exception:

The following local commercial use: bed and breakfast or tourist home (see *Section 13.10: Bed and Breakfast Establishments*).

# S-21047 Blackwater Farms Subdivision Additional Supporting Information *RSF-1 Dimensional Standards*

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 18.6 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

# S-21047 Blackwater Farms Subdivision Additional Supporting Information *Planning District 12* *Information*

## 2.3.12 *Planning District 12.*

On June 20, 2006, a majority of qualified electors in Planning District 12 voted to institute County Zoning. On November 7, 2006, the County Commission adopted the Planning District 12 Zoning Map and Ordinances.

### 2.3.12.3 Local Provisions for Planning District 12

(a) Industrial uses shall not discharge into any river or natural surface body of water including wetlands.

(b) No additional Landfills.

(c) All utilities for new subdivisions shall be placed underground.

(d) Accessory dwellings are permitted by right in residential districts provided they do not exceed sixty (60) percent of the size, in square feet, of the principal residence.

(e) Cemeteries shall be allowed by right in the RA, Rural Agriculture District and the RSF-E, Residential Single Family Estate District.

(f) Adult Use Ordinance (**excerpt**)

**Baldwin County Planning and Zoning Commission  
Case No. S-21047 – Blackwater Farms Subdivision  
Development Permit**

Staff Report for Planning and Zoning Commission Public Hearing

**May 6, 2021**

Agenda Item 8.d

This report is prepared by the Baldwin County Planning and Zoning Department Subdivision Staff to provide information to the Baldwin County Planning and Zoning Commission to assist in making decisions on this application.

**I. PUBLIC HEARINGS:**

**Planning Commission:** May 6, 2021 Development Permit Approval Pending

**Attachments:** Vicinity Map  
Site Map  
Proposed Plat

**II. IDENTIFICATION AND LOCATIONAL INFORMATION:**

**Planning District:** District 12 – Zoned RA/RSF-1

**Location of Property:** The subject property is located on the east side of County Road 85 approximately 0.25 miles south of US HWY 90 in the Elsanor Community near Robertsdale.

**Parcel Number(s):** 05-41-07-35-0-000-039.001

**Report Prepared By:** J. Buford King, MPA, LEED AP; Development Review Planner  
Coordinator

**III. SUBDIVISION PROPOSAL:**

**Proposed number of Lots:** 5

**Linear Feet of Streets:** N/A

**Total Acreage:** ± 19.06 acres

**Smallest Lot Size:** ± 1.6 acres

**Owner/Developer:** BJ Blanchard  
BJ's Residential Properties, LLC  
1299 Greystone Crest  
Birmingham, AL 35242

**Surveyor/Engineer:** David Shumer, PE  
Barton and Shumer Engineering  
3213 Midtown Park S.  
Mobile, AL 36606

**Request:** The applicant is requesting Development Permit approval for the above-mentioned subdivision from the Baldwin County Planning and Zoning Commission.

**IV. PUBLIC UTILITIES AND SITE CONSIDERATIONS:**

**Public Utilities Services:** Water: East Central Baldwin Water Authority  
Sewer: On-Site Septic  
Electricity: Baldwin EMC

**Transportation:** The proposed lots will front on existing County Road 85, a paved and county-maintained road (80' ROW).

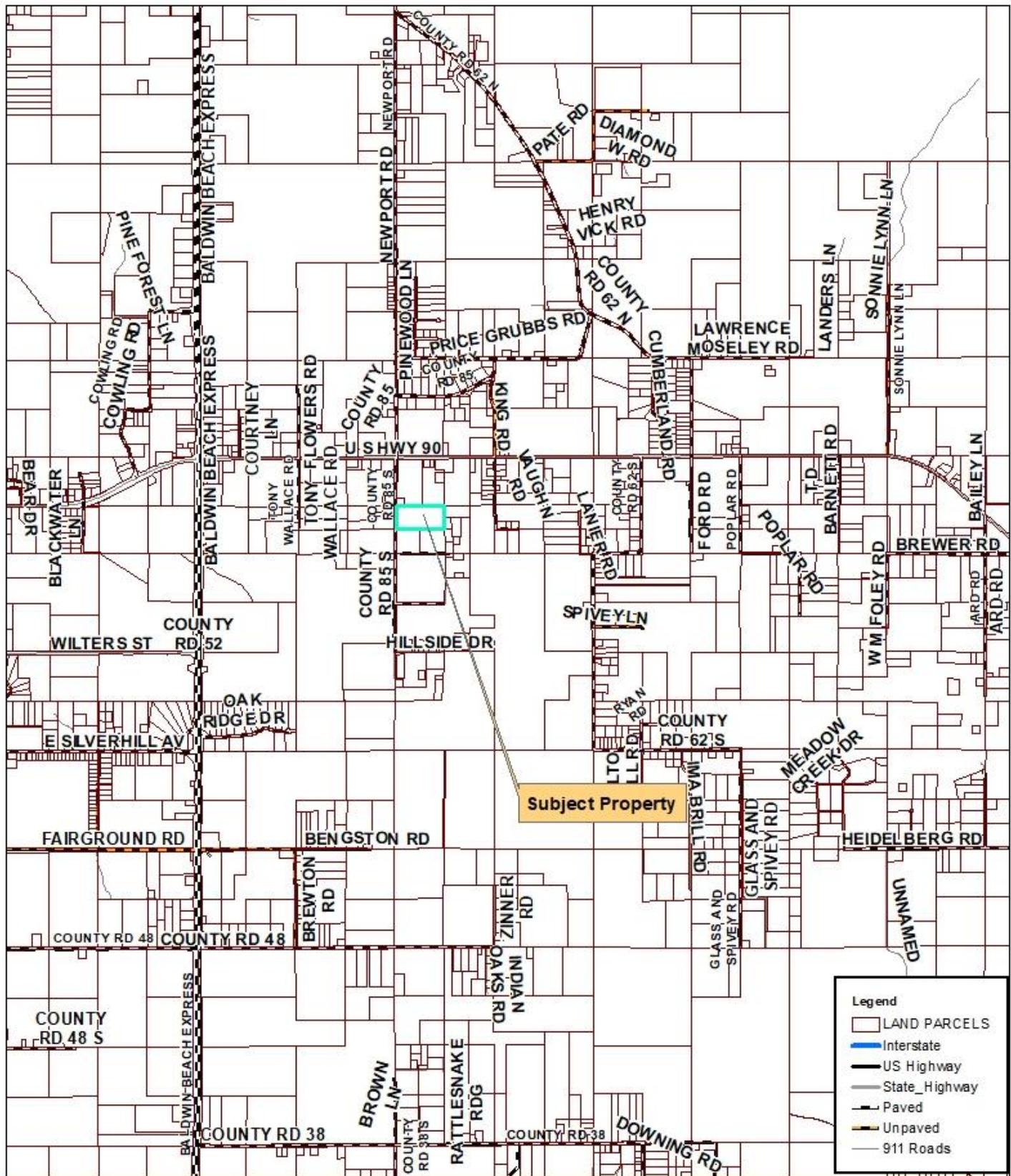
**V. STAFF COMMENTS:**

Items for consideration:

- Lots 1-4 are zoned RSF-1 and lot 5 is zoned RA, the proposed subdivision complies with these zoning classifications.
- The applicant included on the subdivision plat a certificate of approval for the Baldwin County Health Department for an on-site sewer treatment (septic) system. Additional permitting procedures may be required by the applicant to install the onsite septic systems.
- The Baldwin County Highway Department provides the following comments:
  - Application for residential driveway permits may be submitted on the new lots.
  - Any additional land use changes shall be reviewed for additional runoff at the time of land use certificate application.

**VI. RECOMMENDATIONS:**

Staff recommends that the Development Permit application for Case No. S-21047, Blackwater Farms Subdivision be **APPROVED**.

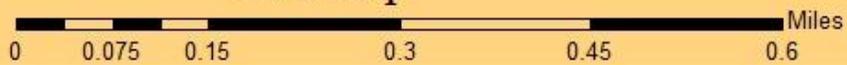


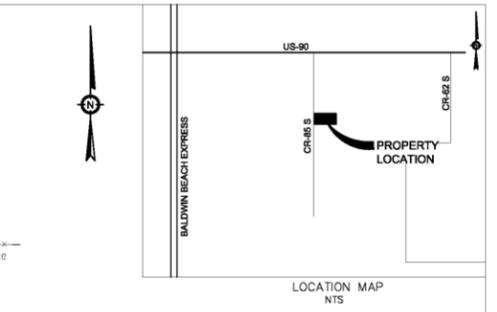
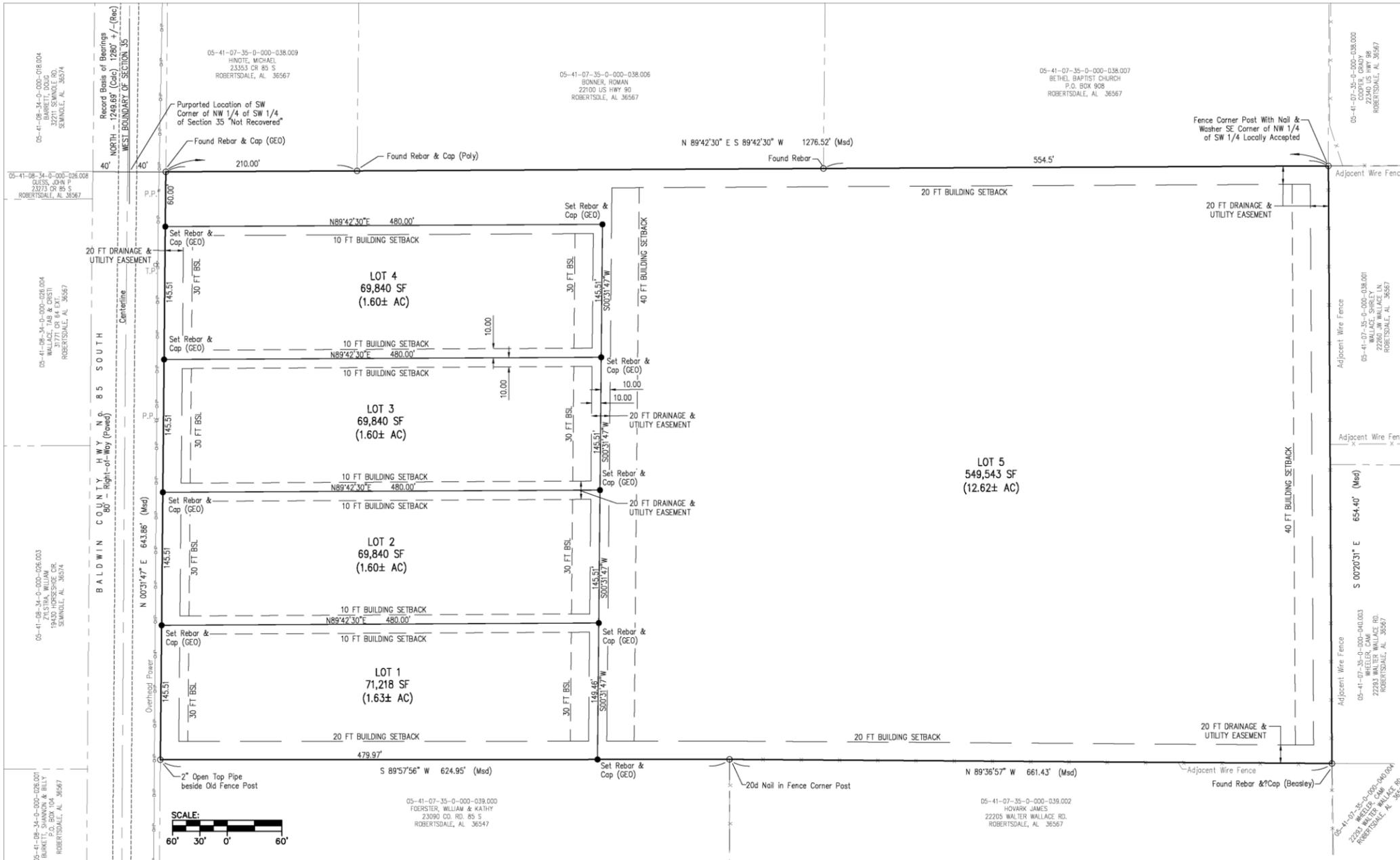
S-21047 Blackwater Farms Subdivision  
Vicinity Map





S-21047 Blackwater Farms Subdivision  
 Site Map





**SITE DATA:**  
 TAX PARCEL NO: 05-41-07-35-0-000-039.001  
 ZONING DISTRICT 12: RSF-1/RA  
 TOTAL LOTS: 5  
 LARGEST: 549,543 SQ FT  
 SMALLEST: 69,840 SQ FT  
 TOTAL AREA: 830,280 SQ FT (19.06± AC)  
**BUILDING SETBACKS:**  
 FRONT: 30 FT  
 REAR: 30 FT  
 SIDE: 10 FT  
**UTILITIES:**  
 WATER SERVICE: EAST CENTRAL BALDWIN WATER AUTHORITY  
 SEWER SERVICE: ON-SITE SEPTIC  
 ELECTRIC SERVICE: BALDWIN EMC

**DRAINAGE & UTILITY EASEMENTS:**  
 ALL LOTS ARE SUBJECT TO A 20' DRAINAGE AND UTILITY EASEMENT ON ALL LOT LINES, (10 FEET ON EACH SIDE) ALONG ALL INTERIOR SIDE LOT LINES.

**FLOOD ZONE:**  
 THIS PROPERTY IS LOCATED IN FLOOD ZONE X (UNSHADED) ACCORDING TO THE FLOOD INSURANCE RATE MAPS 01003C0695M AND 01003C0684M DATED 19 APRIL 2019.

- NOTES:**
- THIS SURVEY DOES NOT TAKE INTO CONSIDERATION ADDITIONAL FACTS THAT AN ACCURATE AND CORRECT TITLE SEARCH AND/OR EXAMINATION MIGHT DISCLOSE INCLUDING, BUT NOT LIMITED TO, DESCRIPTIONS CONTAINED IN DEEDS FOR ADJACENT PROPERTIES. IN ADDITION THERE TO, THE ATTACHED DRAWING DOES NOT REFLECT ANY TITLE OR EASEMENT RESEARCH, OTHER THAN WHAT IS VISIBLE ON THE GROUND, PROVIDED BY OUR CLIENT, OR RECORDS WE HAPPEN TO HAVE ON FILE FURNISHED BY OTHERS.
  - BEARINGS AND DISTANCES SHOWN HEREON WERE "COMPUTED" FROM ACTUAL FIELD TRAVERSES.
  - MEASUREMENTS SHOWN HEREON WERE MADE IN ACCORDANCE WITH U.S. STANDARDS.
  - THERE MAY BE RECORDED OR UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OF SAID PROPERTY.
  - THERE WAS NO ATTEMPT TO DETERMINE THE EXISTENCE, LOCATION, OR EXTENT OF ANY SUB-SURFACE FEATURES.
  - PROPERTY IS SUBJECT TO ANY RESTRICTIONS OR CONDITIONS WHICH MAY BE ON COVENANTS OR DOCUMENTS NOT DISCLOSED TO OUR FIRM.
  - BUILDING SETBACK LINES SHALL CONFORM TO THOSE SHOWN ON THE PLAT OR THOSE IN EFFECT AT THE TIME OF PERMITTING, WHICHEVER IS MORE STRINGENT.
  - OWNERS SHOULD CONTACT ALABAMA LINE LOCATORS PRIOR TO ANY CONSTRUCTION AT 800-292-8525.

**CERTIFICATION BY BALDWIN COUNTY E-911 ADDRESSING:**  
 THE UNDERSIGNED, AS AUTHORIZED BY THE BALDWIN COUNTY E-911 BOARD, HEREBY APPROVES THE ROAD NAMES AS DEPICTED ON THE WITHIN PLAT AND HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS THE DAY OF \_\_\_\_\_, 20\_\_\_\_.  
 AUTHORIZED SIGNATURE \_\_\_\_\_

**CERTIFICATE OF APPROVAL BY BALDWIN EMC (POWER):**  
 THE UNDERSIGNED, AS AUTHORIZED BY BALDWIN EMC HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
 AUTHORIZED REPRESENTATIVE \_\_\_\_\_

**CERTIFICATE OF APPROVAL BY EAST CENTRAL BALDWIN WATER AUTHORITY (WATER):**  
 THE UNDERSIGNED, AS AUTHORIZED BY EAST CENTRAL BALDWIN WATER AUTHORITY HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
 AUTHORIZED REPRESENTATIVE \_\_\_\_\_

**CERTIFICATE OF BALDWIN COUNTY HEALTH DEPARTMENT:**  
 THE LOT(S) ON THIS PLAT ARE SUBJECT TO APPROVAL OR DELETION BY THE BALDWIN COUNTY HEALTH DEPARTMENT. NO REPRESENTATION IS MADE THAT ANY LOT ON THIS PLAT WILL ACCOMMODATE AN ONSITE SEWAGE SYSTEM (OSS). THE APPROPRIATENESS OF A LOT FOR WASTEWATER (SEWAGE) TREATMENT AND DISPOSAL SHALL BE DETERMINED WHEN AN APPLICATION IS SUBMITTED. IF PERMITTED, THE LOT APPROVAL MAY CONTAIN CERTAIN CONDITIONS WHICH RESTRICT THE USE OF THE LOT OR OBLIGATE OWNERS TO SPECIAL MAINTENANCE AND REPORTING REQUIREMENTS, AND THESE ARE ON FILE WITH THE SAID HEALTH DEPARTMENT AND ARE MADE A PART OF THIS PLAT AS IF SET OUT HERE ON.  
 SIGNED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
 AUTHORIZED REPRESENTATIVE \_\_\_\_\_

**CERTIFICATION OF APPROVAL BY THE BALDWIN COUNTY PLANNING AND ZONING COMMISSION:**  
 THE UNDERSIGNED, AS \_\_\_\_\_ OF BALDWIN COUNTY PLANNING AND ZONING COMMISSION, HEREBY CERTIFIES THAT, AT ITS MEETING OF \_\_\_\_\_ THE BALDWIN COUNTY PLANNING AND ZONING COMMISSION APPROVED THE WITHIN PLAT FOR THE RECORDING OF THE SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS THE DAY OF \_\_\_\_\_, 20\_\_\_\_.  
 BALDWIN COUNTY PLANNING AND ZONING COMMISSION  
 BY: \_\_\_\_\_  
 ITS: \_\_\_\_\_

**CERTIFICATE OF APPROVAL BY THE COUNTY ENGINEER:**  
 THE UNDERSIGNED, AS COUNTY ENGINEER OF BALDWIN COUNTY, ALABAMA, HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
 COUNTY ENGINEER \_\_\_\_\_

**CERTIFICATE OF THE BALDWIN COUNTY PLANNING DIRECTOR**  
 THE UNDERSIGNED, AS DIRECTOR OF THE BALDWIN COUNTY PLANNING AND ZONING DEPARTMENT, HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
 PLANNING DIRECTOR \_\_\_\_\_

**CERTIFICATION OF OWNERSHIP AND DEDICATION:**  
 STATE OF ALABAMA )  
 COUNTY OF BALDWIN )  
 THIS IS TO CERTIFY THAT I THE UNDERSIGNED IS THE OWNER OF THE LAND SHOWN AND DESCRIBED IN THE PLAT, AND THAT I HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED HEREON, FOR THE USES AND PURPOSE HEREIN SET FORTH AND DO HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE DESIGN AND TITLE HEREON INDICATED AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.  
 DATED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BJ BLANCHARD  
 BJ'S RESIDENTIAL PROPERTIES, LLC  
 1299 GREYSTONE CREST  
 BIRMINGHAM, AL 35242

**ACKNOWLEDGEMENT OF NOTARY PUBLIC:**  
 STATE OF ALABAMA )  
 COUNTY OF BALDWIN )

I, \_\_\_\_\_, NOTARY PUBLIC IN AND FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT BJ BLANCHARD, WHOSE NAME AS MANAGING MEMBER OF BJ'S RESIDENTIAL PROPERTIES, IS SIGNED TO THE FOREGOING INSTRUMENT, AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT, BEING INFORMED OF THE CONTENT OF THE INSTRUMENT, AND AS SUCH OFFICER AND WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY FOR AND AS THE ACT OF SAID CORPORATION.  
 GIVEN UNDER MY HAND AND NOTARIAL SEAL  
 THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
 NOTARY PUBLIC \_\_\_\_\_

**CERTIFICATION BY SURVEYOR:**  
 STATE OF ALABAMA )  
 COUNTY OF BALDWIN )

I, MATTHEW KOUNTZ, A LICENSED SURVEYOR OF COUNTY, ALABAMA, HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY OF BJ'S RESIDENTIAL PROPERTIES, SITUATED IN BALDWIN COUNTY, ALABAMA AND DESCRIBED AS FOLLOWS:  
**THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, T-5-S, R-4-E.**

AND THAT THE PLAT OR MAP CONTAINED HEREON IS A TRUE AND CORRECT MAP SHOWING THE SUBDIVISION INTO WHICH THE PROPERTY DESCRIBED IS DIVIDED GIVING THE LENGTH AND BEARINGS OF THE BOUNDARIES OF EACH LOT AND EASEMENT AND ITS NUMBER AND SHOWING THE STREETS, ALLEYS AND PUBLIC GROUNDS ALONG GIVING THE BEARINGS, LENGTH, WIDTH AND NAMES OF THE STREETS, SAID MAP FURTHER SHOWS THE RELATION OF THE LAND SO PLATTED TO THE GOVERNMENT SURVEY, AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED AT POINTS MARKED THIS (O) AS HEREON SHOWN.

I FURTHER CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

GIVEN UNDER MY HAND AND SEAL AT \_\_\_\_\_, ALABAMA, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

MATTHEW S. KOUNTZ, P.L.S.  
 ALABAMA REG. NO. 20359

**GEO SURVEYING, INC.**  
 PROFESSIONAL LAND SURVEYORS  
 129 CLUB DRIVE  
 FAIRHOPE, ALABAMA 36532  
 PHONE: 251-990-0815 FAX: 251-990-0866

SEAL

**BLACKWATER FARMS SUBDIVISION**  
 PRELIMINARY / FINAL PLAT

PROJECT NO:	19187
DATE:	04-02-2021
SCALE:	1" = 60'
DRAWN BY:	DMS
CHECKED BY:	MK
FIELD WORK DATE:	10/23/2020
FIELD BOOK NO:	RR93
SHEET	1 OF 1 SHEETS



# Shipment Confirmation Acceptance Notice

## A. Mailer Action

**Note to Mailer:** The labels and volume associated to this form online, **must** match the labeled packages being presented to the USPS® employee with this form.

Shipment Date: 06/04/2021

Shipped From:

Name: BALDWIN COUNTY CENTRAL ANNEX

Address: 22251 PALMER STREET

City: ROBERTSDALE

State: AL ZIP+4® 36567

Type of Mail	Volume
Priority Mail Express®*	
Priority Mail®	0
First-Class Package Service®	
Returns	
International*	
Other	17
Total	17

\*Start time for products with service guarantees will begin when mail arrives at the local Post Office™ and items receive individual processing and acceptance scans.

## B. USPS Action

Note to RSS Clerk:

1. Home screen > Mailing/Shipping > More
2. Select Shipment Confirm
3. Scan or enter the barcode/label number from PS Form 5630
4. Confirm the volume count message by selecting Yes or No
5. Select Pay and End Visit to complete transaction

USPS EMPLOYEE: Please scan upon pickup or receipt of mail.  
Leave form with customer or in customer's mail receptacle.

USPS SCAN AT ACCEPTANCE



9275 0901 1935 6200 0029 4058 47

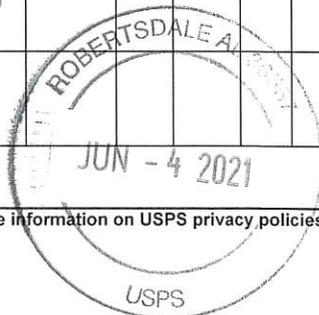




Firm Mailing Book For Accountable Mail

Name and Address of Sender		Check type of mail or service		Affix Stamp Here (for additional copies of this receipt). Postmark with Date of Receipt.														
BALDWIN COUNTY CENTRAL ANNEX 22251 PALMER STREET ROBERTSDALE AL 36567		<input type="checkbox"/> Adult Signature Required <input type="checkbox"/> Priority Mail Express <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Collect on Delivery (COD) <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Priority Mail		USPS Tracking/Article Number	Addresssee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
				1.	9214 8901 9403 8341 5932 25	Henry & Sharon Vest 14275 Pandion Dr Foley AL 36542	0.50	3.60										1.75
2.	9214 8901 9403 8341 5932 32	Grady & Dolores Cooper 22340 U S Gwy 90 Robertsdale AL 36567	0.50	3.60										1.75				
3.	9214 8901 9403 8341 5932 49	Bethel Baptist Church Inc PO BOX 908 Robertsdale AL 36567	0.50	3.60										1.75				
4.	9214 8901 9403 8341 5932 56	Roman Banner 22100 US Hwy 90 Robertsdale AL 36567	0.50	3.60										1.75				
5.	9214 8901 9403 8341 5932 63	Michael Hinoie 23353 CR 85 S Robertsdale AL 36567	0.50	3.60										1.75				
6.	9214 8901 9403 8341 5932 70	Doug Barratt 32211 Seminole Rd W Seminole AL 36574	0.50	3.60										1.75				
7.	9214 8901 9403 8341 5932 87	Tab Wallace 31771 CR 64 Ext Robertsdale AL 36567	0.50	3.60										1.75				
8.	9214 8901 9403 8341 5932 94	William & Maralyn Zylstra 19430 Hirsesh Circle Seminole AL 36574	0.50	3.60										1.75				
Total Number of Pieces Listed by Sender 17		Total Number of Pieces Received at Post Office 17		Postmaster, Per (Name of receiving employee) <i>Boyle</i>														

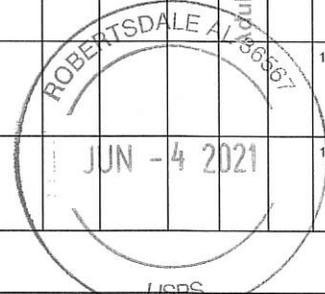
Complete in Ink





Firm Mailing Book For Accountable Mail

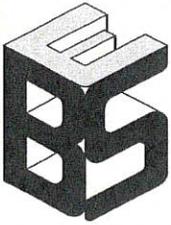
Name and Address of Sender		Check type of mail or service		Affix Stamp Here (for additional copies of this receipt). Postmark with Date of Receipt.														
BALDWIN COUNTY CENTRAL ANNEX 22251 PALMER STREET ROBERTSDALE AL 36567		<input type="checkbox"/> Adult Signature Required <input type="checkbox"/> Priority Mail Express <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation <input type="checkbox"/> Collect on Delivery (COD) <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Priority Mail		USPS Tracking/Article Number	Addressee (Name, Street, City, State, & ZIP Code™)	Postage	(Extra Service) Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	ASR Fee	ASRD Fee	RD Fee	RR Fee	SC Fee	SCRD Fee	SH Fee
				9.	9214 8901 9403 8341 5933 00	Shannon & Billy Burkett PO BOX 1001 Robertsdale AL 36567		0.50	3.60									1.75
10.	9214 8901 9403 8341 5933 17	William & Kathy Forester 23090 CR 85 S Robertsdale AL 36567		0.50	3.60									1.75				
11.	9214 8901 9403 8341 5933 24	James Hovark 22205 Walter Wallace Rd Robertsdale AL 36567		0.50	3.60									1.75				
12.	9214 8901 9403 8341 5933 31	Carni Wheeler 22293 Walter Wallace Rd Robertsdale AL 36567		0.50	3.60							Adult Signature Required	Restricted Delivery	1.75		Signature Confirmation	Restricted Delivery	
13.	9214 8901 9403 8341 5933 48	Shirley Wallace 22260 J W Wallace Ln Robertsdale AL 36567		0.50	3.60							Adult Signature Required	Restricted Delivery	1.75		Signature Confirmation	Restricted Delivery	Special Handling
14.	9214 8901 9403 8341 5933 55	John Guess 23273 Co Rd 85 S Robertsdale AL 36567		0.50	3.60							Adult Signature Required	Restricted Delivery	1.75		Signature Confirmation	Restricted Delivery	
15.	9214 8901 9403 8341 5933 62	BJ Blanchard 1299 Greystone Crest Birmingham AL 35242		0.50	3.60							Adult Signature Required	Restricted Delivery	1.75		Signature Confirmation	Restricted Delivery	
16.	9214 8901 9403 8341 5933 79	David Shumer Barton and Shumer Engineering 3213 Midtown Park South Mobile AL 36606		0.50	3.60							Adult Signature Required	Restricted Delivery	1.75		Signature Confirmation	Restricted Delivery	
Total Number of Pieces Listed by Sender 17		Total Number of Pieces Received at Post Office 17		Postmaster, Per (Name of receiving employee) <i>J. Baker</i>														



Complete in Ink

Privacy Notice: For more information on USPS privacy policies, visit [usps.com/privacypolicy](https://usps.com/privacypolicy).





BLACKWATER FARMS SUBDIVISION

Baldwin County, Alabama

Drainage Methodology:

This project consists of the division of a single piece of land into five (5) residential lots. The property is located on the east side of County Road 85 South with ±640 feet of roadway frontage. The property is the north half of the southwest quarter of the southwest quarter of Section 35 and contains approximately 19.06 acres. The property is being subdivided into four (4) lots of ±1.6 acres each and a remnant parcel containing 12.62 acres. The majority of the property is currently used as farm land with row crops with some isolated areas of trees.

The property has a ridge that runs from north to south approximately 600 feet from County Road 85 South. The drainage analysis consisted of two area calculations for each watershed (east and west). The east portion of the subdivision contains the five (5) smaller lots and the west is entirely within the remnant parcel. Based on the USGS Web Soil Survey the western portion of the property is primarily soil group A and B while the east side of the ridge contains B and C soils. Soil Group B was used to establish the Curve Numbers for the impact analysis of this development.

Calculations for the weighted curve number for each portion of the property were performed by treating the existing row crop property (CN=81) as pasture land (50-75% ground cover fair condition - CN=69), the smaller lots were calculated as 1.3 acre lots (CN=67.1) based on the one (1) (CN=68) and two (2) (CN=65) acre lots as a basis and the larger lot was calculated as two (2) acre lots (CN=65).

Using the SCS method with there will not be an increase in runoff as a result of changing from a farmed property to the proposed residential lots.

Site Area = 830,280 SF (±19.06 AC)

WEST EXISTING:

CN = 67

(60) WOODED = 1.81 AC

(69) PASTURE = 6.77 AC

Tc = 4 min (Kirpich)

EAST EXISTING:

CN = 68

(60) WOODED = 1.59 AC

(69) PASTURE = 8.89 AC

Tc = 5 min (Kirpich)

WEST PROPOSED:

C = 66.58

(67.1) RESIDENTIAL (1.3 AC) = 6.44 AC

(65) RESIDENTIAL (12.6 AC) = 2.14 AC

Tc = 4 min (Kirpich)

EAST PROPOSED:

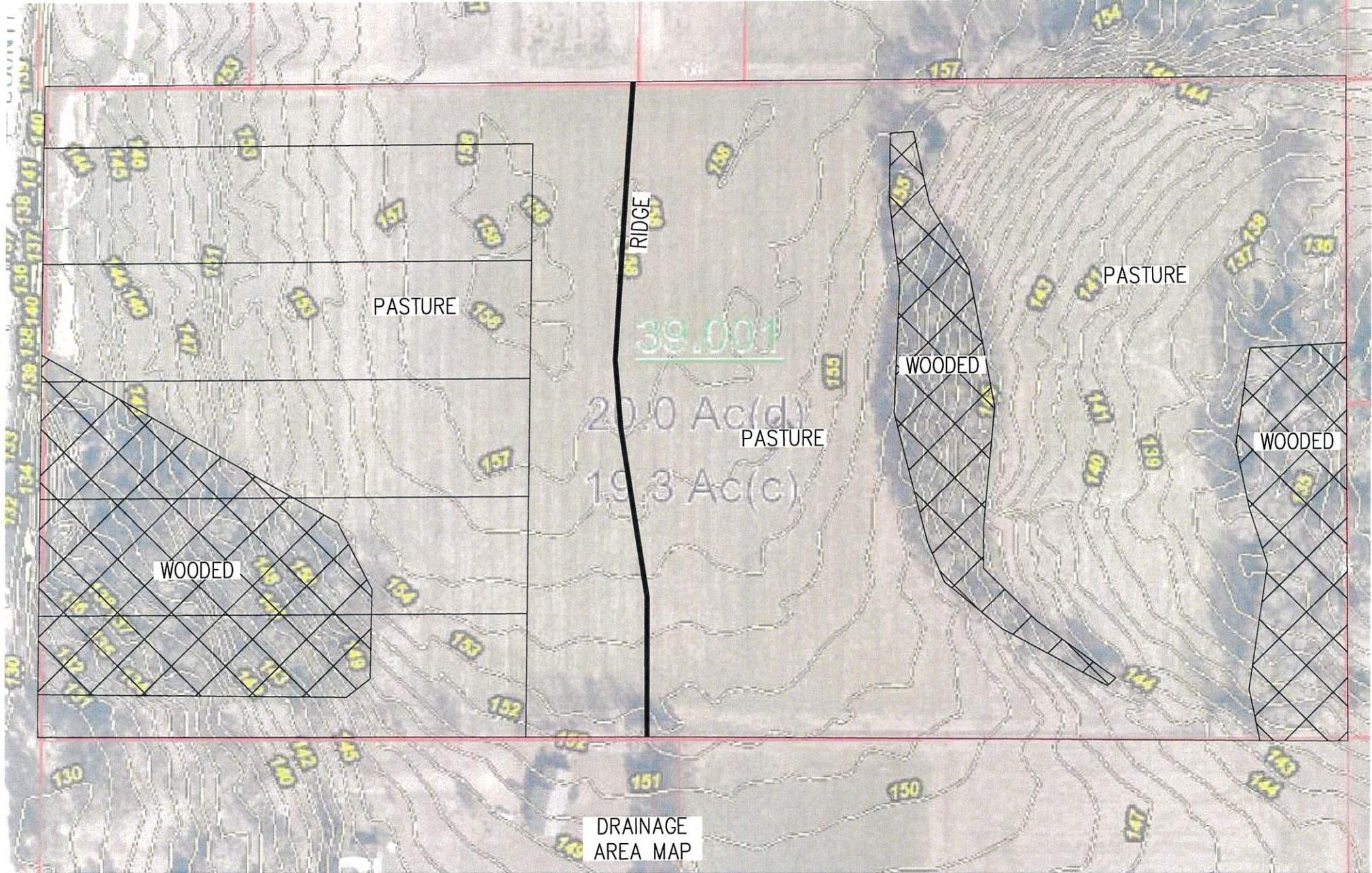
C = 65

(65) RESIDENTIAL (12.6 AC) - 100%

Tc = 5 min (Kirpich)

The results of the subdivision will not increase the runoff from the site based on the SCS method. No storm water runoff abatement is proposed.





DRAINAGE  
AREA MAP



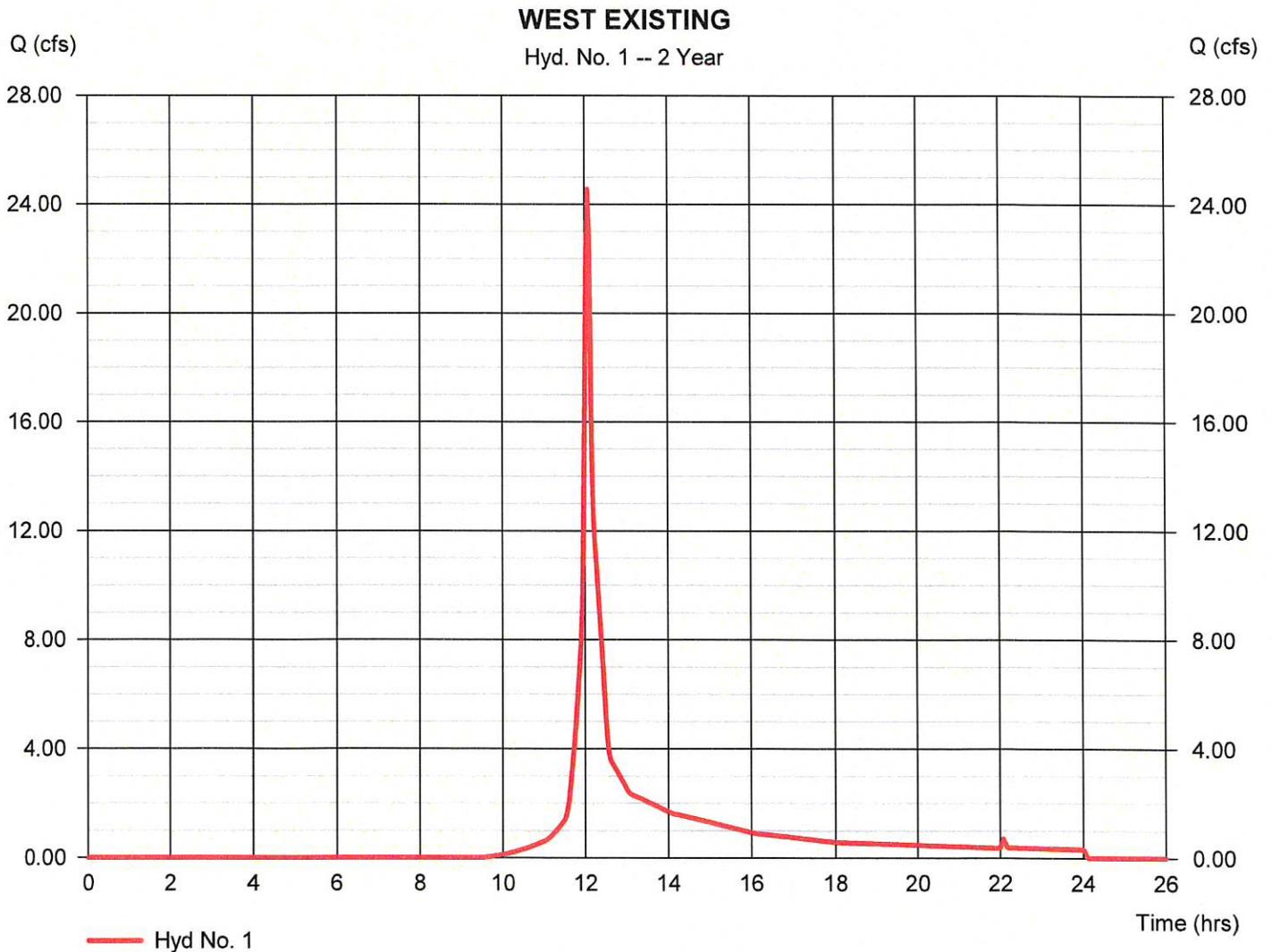
# Hydrograph Report

## Hyd. No. 1

WEST EXISTING

Hydrograph type	= SCS Runoff	Peak discharge	= 24.56 cfs
Storm frequency	= 2 yrs	Time to peak	= 12.07 hrs
Time interval	= 2 min	Hyd. volume	= 74,315 cuft
Drainage area	= 8.580 ac	Curve number	= 67*
Basin Slope	= 4.3 %	Hydraulic length	= 650 ft
Tc method	= KIRPICH	Time of conc. (Tc)	= 3.84 min
Total precip.	= 6.02 in	Distribution	= Type III
Storm duration	= 24 hrs	Shape factor	= 484

\* Composite (Area/CN) = [(1.810 x 60) + (6.770 x 69)] / 8.580



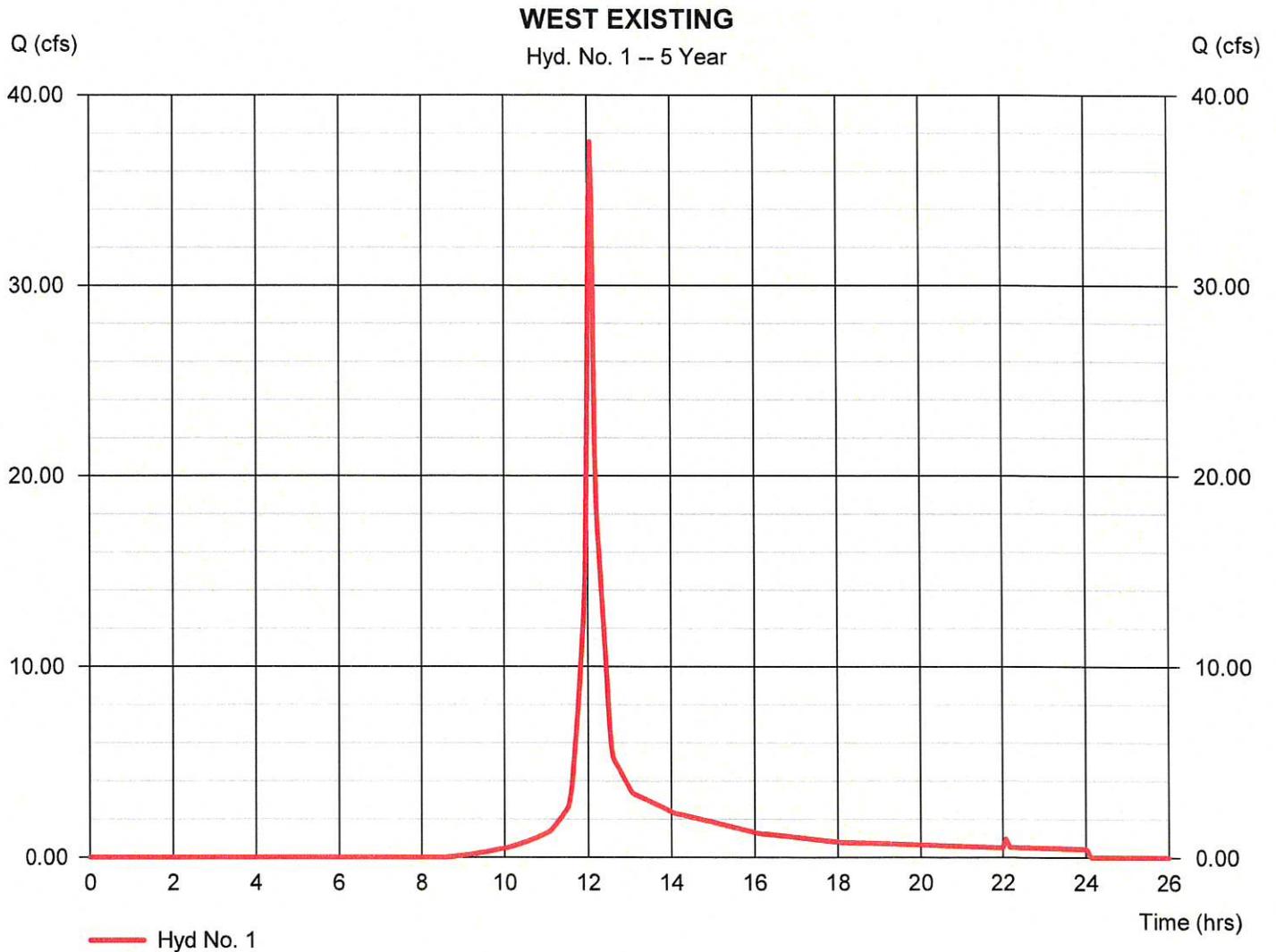
# Hydrograph Report

## Hyd. No. 1

### WEST EXISTING

Hydrograph type	= SCS Runoff	Peak discharge	= 37.56 cfs
Storm frequency	= 5 yrs	Time to peak	= 12.07 hrs
Time interval	= 2 min	Hyd. volume	= 112,387 cuft
Drainage area	= 8.580 ac	Curve number	= 67*
Basin Slope	= 4.3 %	Hydraulic length	= 650 ft
Tc method	= KIRPICH	Time of conc. (Tc)	= 3.84 min
Total precip.	= 7.67 in	Distribution	= Type III
Storm duration	= 24 hrs	Shape factor	= 484

\* Composite (Area/CN) = [(1.810 x 60) + (6.770 x 69)] / 8.580



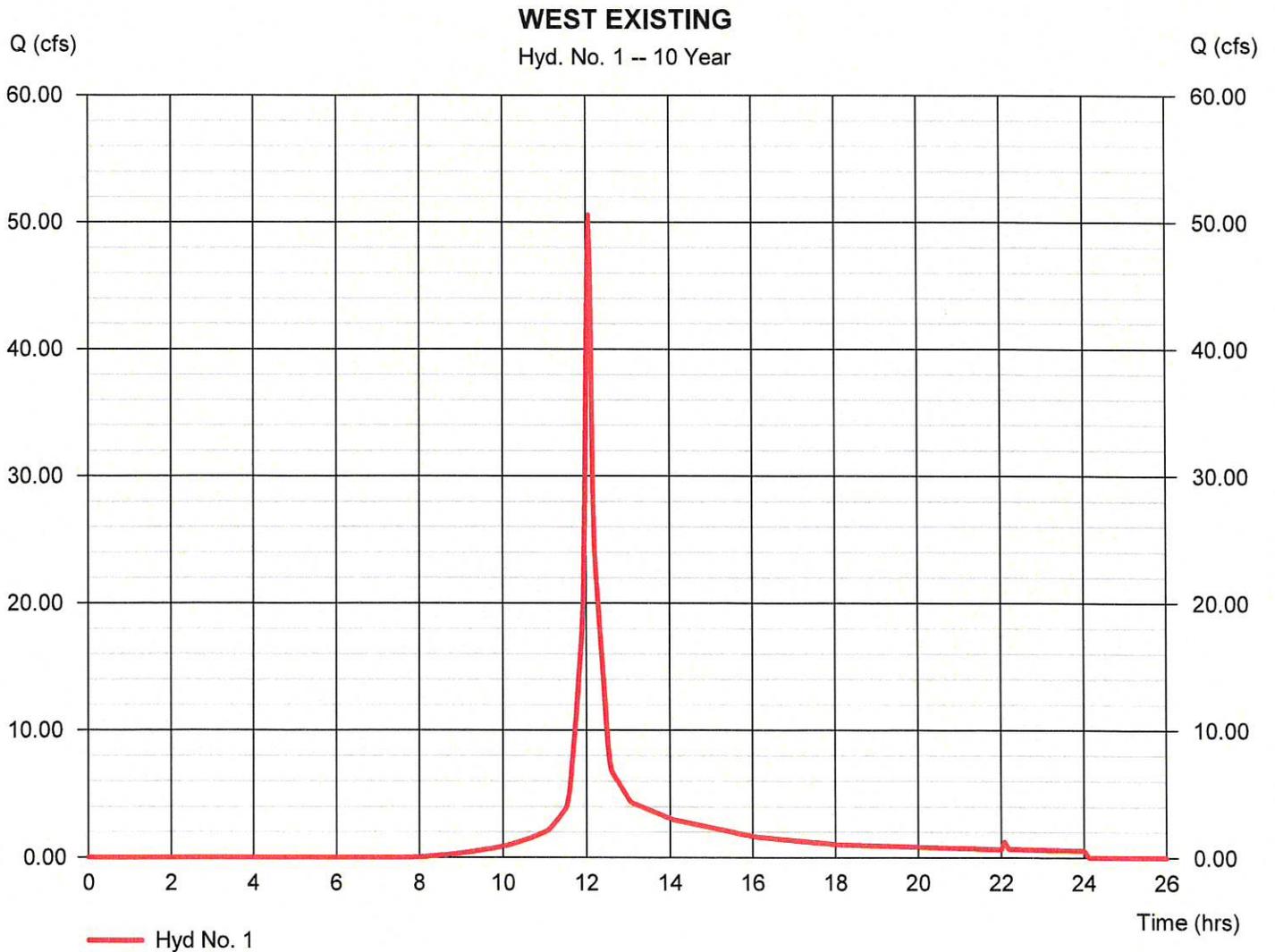
# Hydrograph Report

## Hyd. No. 1

### WEST EXISTING

Hydrograph type	= SCS Runoff	Peak discharge	= 50.58 cfs
Storm frequency	= 10 yrs	Time to peak	= 12.07 hrs
Time interval	= 2 min	Hyd. volume	= 151,213 cuft
Drainage area	= 8.580 ac	Curve number	= 67*
Basin Slope	= 4.3 %	Hydraulic length	= 650 ft
Tc method	= KIRPICH	Time of conc. (Tc)	= 3.84 min
Total precip.	= 9.25 in	Distribution	= Type III
Storm duration	= 24 hrs	Shape factor	= 484

\* Composite (Area/CN) = [(1.810 x 60) + (6.770 x 69)] / 8.580



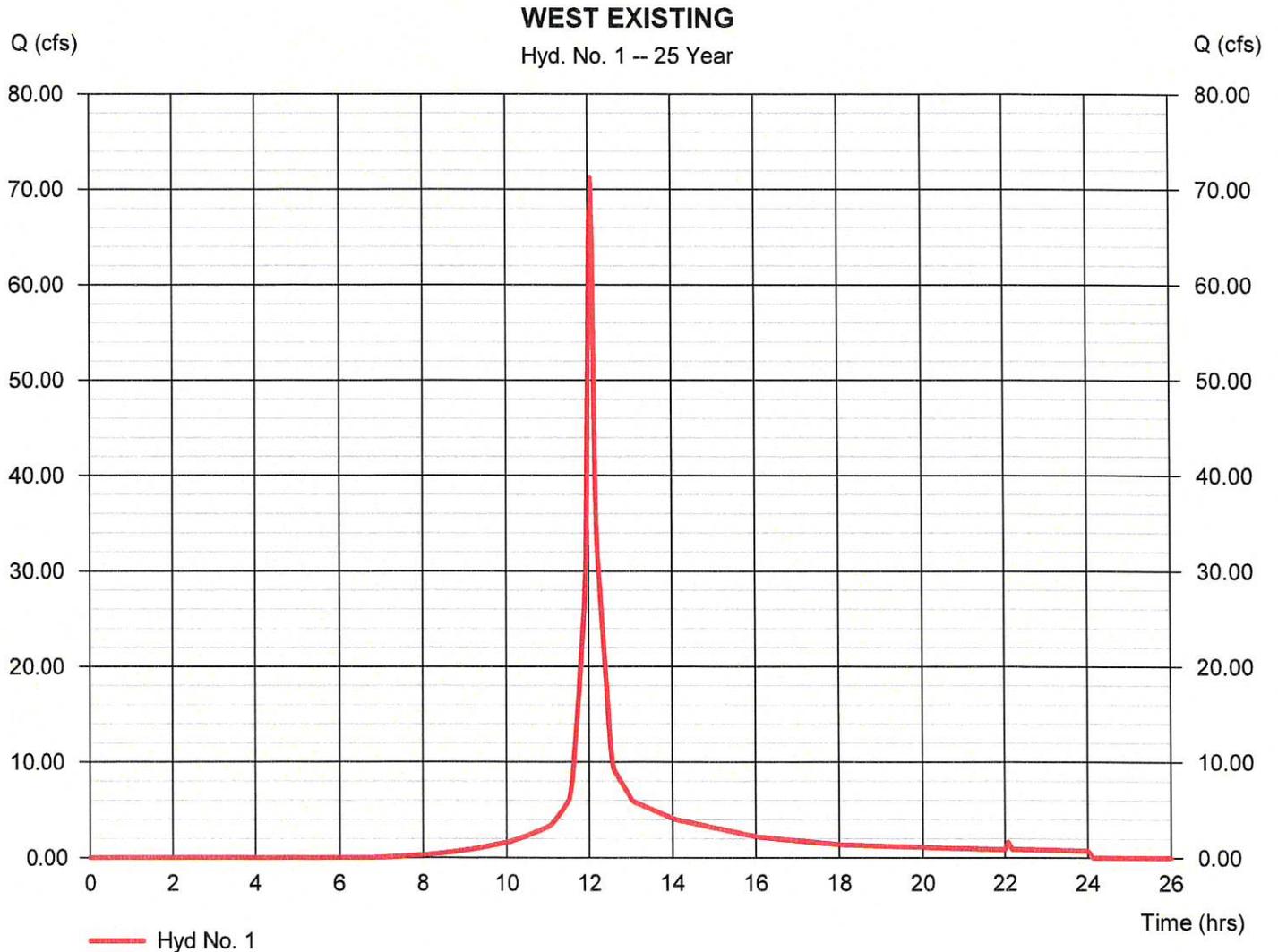
# Hydrograph Report

## Hyd. No. 1

### WEST EXISTING

Hydrograph type	= SCS Runoff	Peak discharge	= 71.32 cfs
Storm frequency	= 25 yrs	Time to peak	= 12.07 hrs
Time interval	= 2 min	Hyd. volume	= 214,338 cuft
Drainage area	= 8.580 ac	Curve number	= 67*
Basin Slope	= 4.3 %	Hydraulic length	= 650 ft
Tc method	= KIRPICH	Time of conc. (Tc)	= 3.84 min
Total precip.	= 11.70 in	Distribution	= Type III
Storm duration	= 24 hrs	Shape factor	= 484

\* Composite (Area/CN) = [(1.810 x 60) + (6.770 x 69)] / 8.580



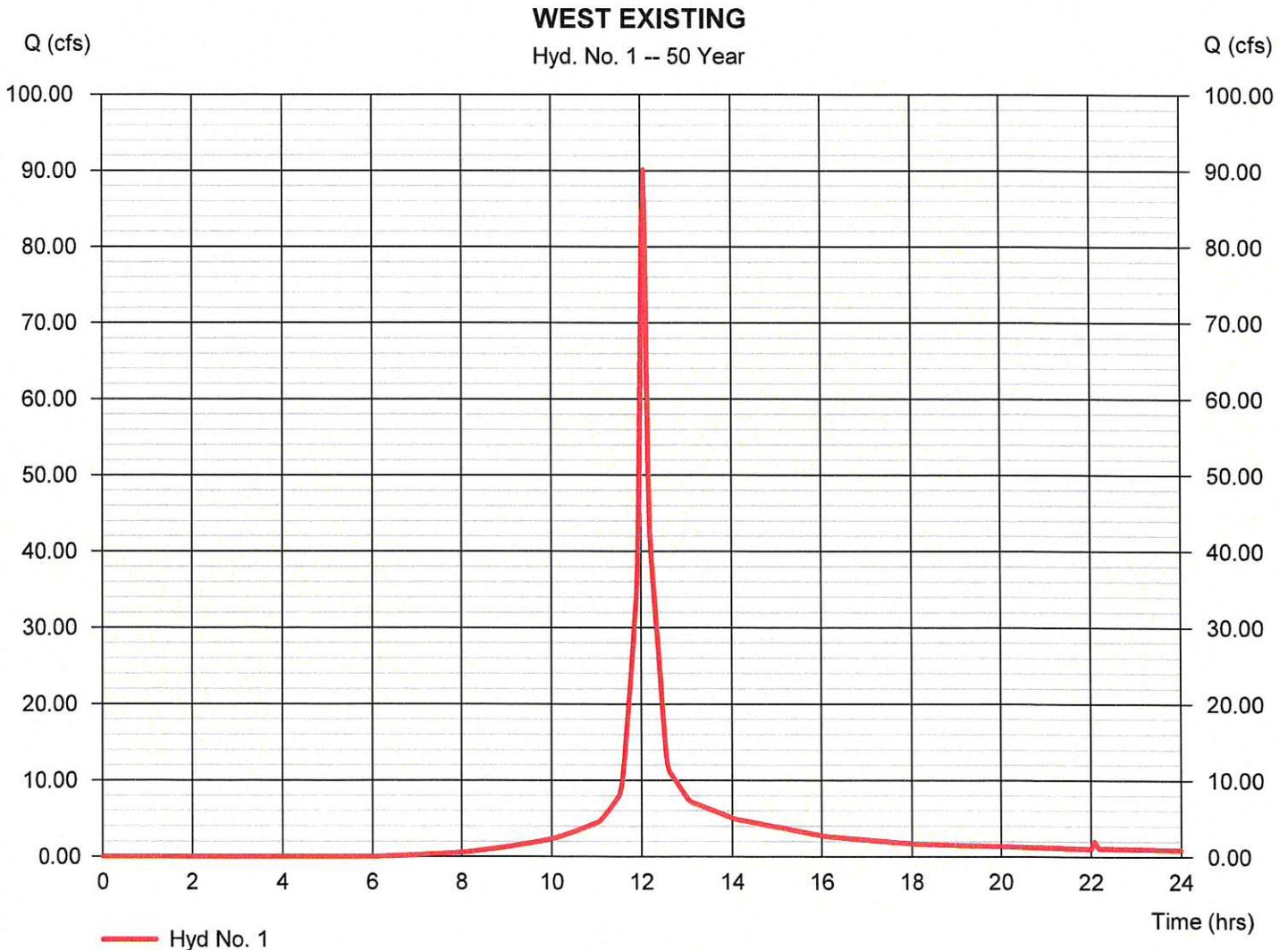
# Hydrograph Report

## Hyd. No. 1

### WEST EXISTING

Hydrograph type	= SCS Runoff	Peak discharge	= 90.18 cfs
Storm frequency	= 50 yrs	Time to peak	= 12.07 hrs
Time interval	= 2 min	Hyd. volume	= 272,990 cuft
Drainage area	= 8.580 ac	Curve number	= 67*
Basin Slope	= 4.3 %	Hydraulic length	= 650 ft
Tc method	= KIRPICH	Time of conc. (Tc)	= 3.84 min
Total precip.	= 13.90 in	Distribution	= Type III
Storm duration	= 24 hrs	Shape factor	= 484

\* Composite (Area/CN) = [(1.810 x 60) + (6.770 x 69)] / 8.580



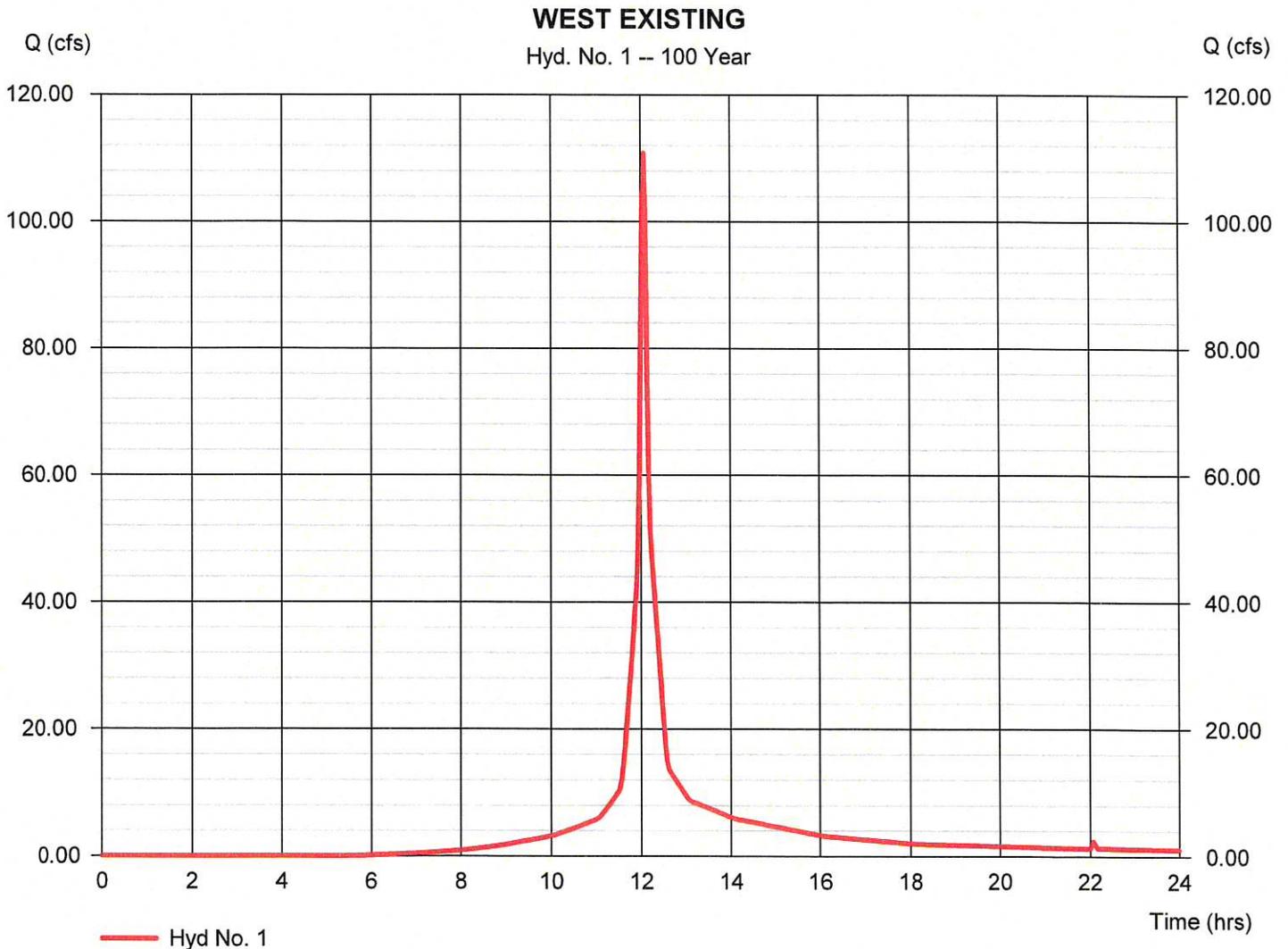
# Hydrograph Report

## Hyd. No. 1

### WEST EXISTING

Hydrograph type	= SCS Runoff	Peak discharge	= 110.82 cfs
Storm frequency	= 100 yrs	Time to peak	= 12.07 hrs
Time interval	= 2 min	Hyd. volume	= 338,359 cuft
Drainage area	= 8.580 ac	Curve number	= 67*
Basin Slope	= 4.3 %	Hydraulic length	= 650 ft
Tc method	= KIRPICH	Time of conc. (Tc)	= 3.84 min
Total precip.	= 16.30 in	Distribution	= Type III
Storm duration	= 24 hrs	Shape factor	= 484

\* Composite (Area/CN) = [(1.810 x 60) + (6.770 x 69)] / 8.580

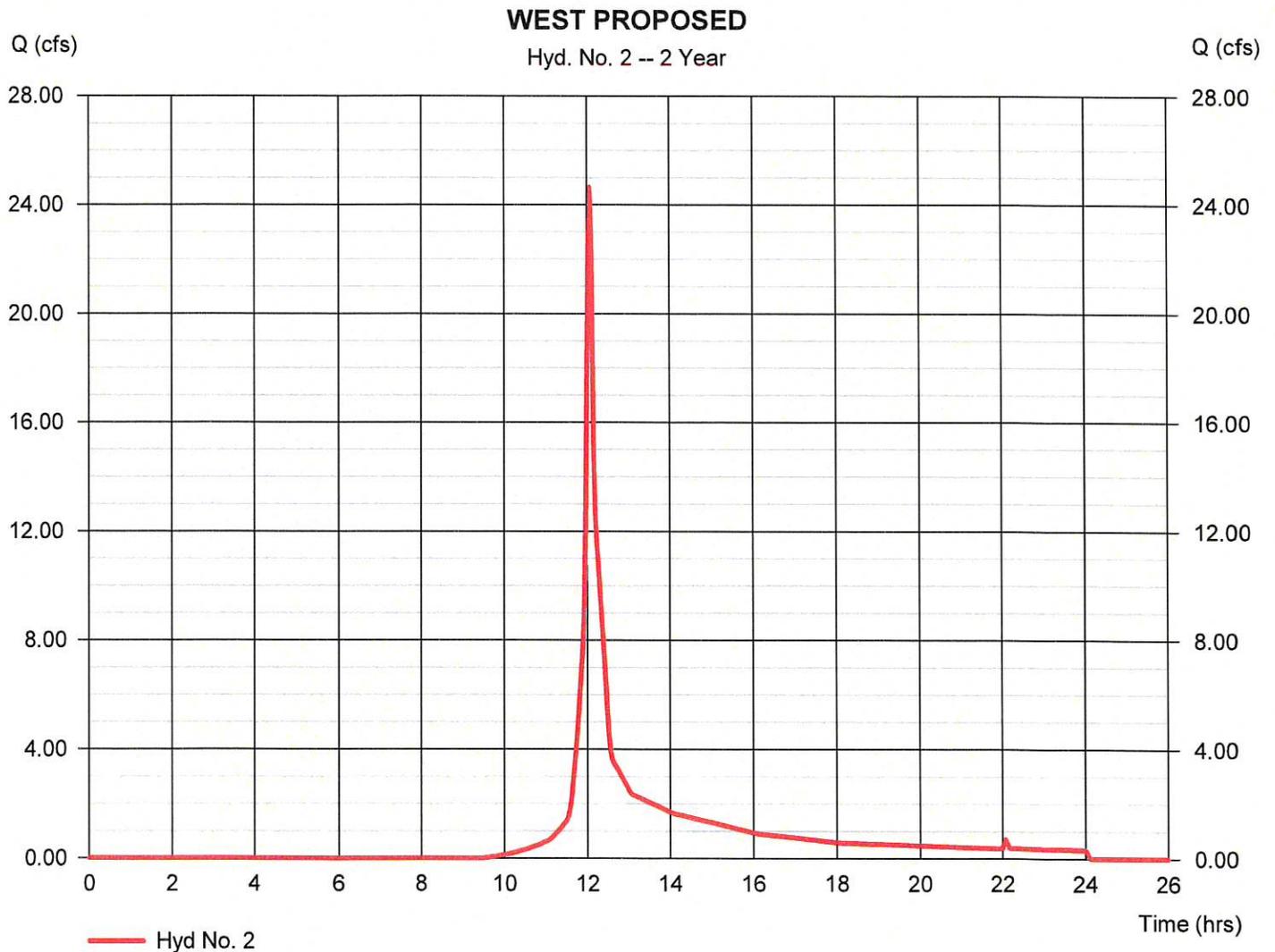


# Hydrograph Report

## Hyd. No. 2

### WEST PROPOSED

Hydrograph type	= SCS Runoff	Peak discharge	= 24.66 cfs
Storm frequency	= 2 yrs	Time to peak	= 12.07 hrs
Time interval	= 2 min	Hyd. volume	= 74,580 cuft
Drainage area	= 8.580 ac	Curve number	= 67.1
Basin Slope	= 4.3 %	Hydraulic length	= 650 ft
Tc method	= KIRPICH	Time of conc. (Tc)	= 3.84 min
Total precip.	= 6.02 in	Distribution	= Type III
Storm duration	= 24 hrs	Shape factor	= 484

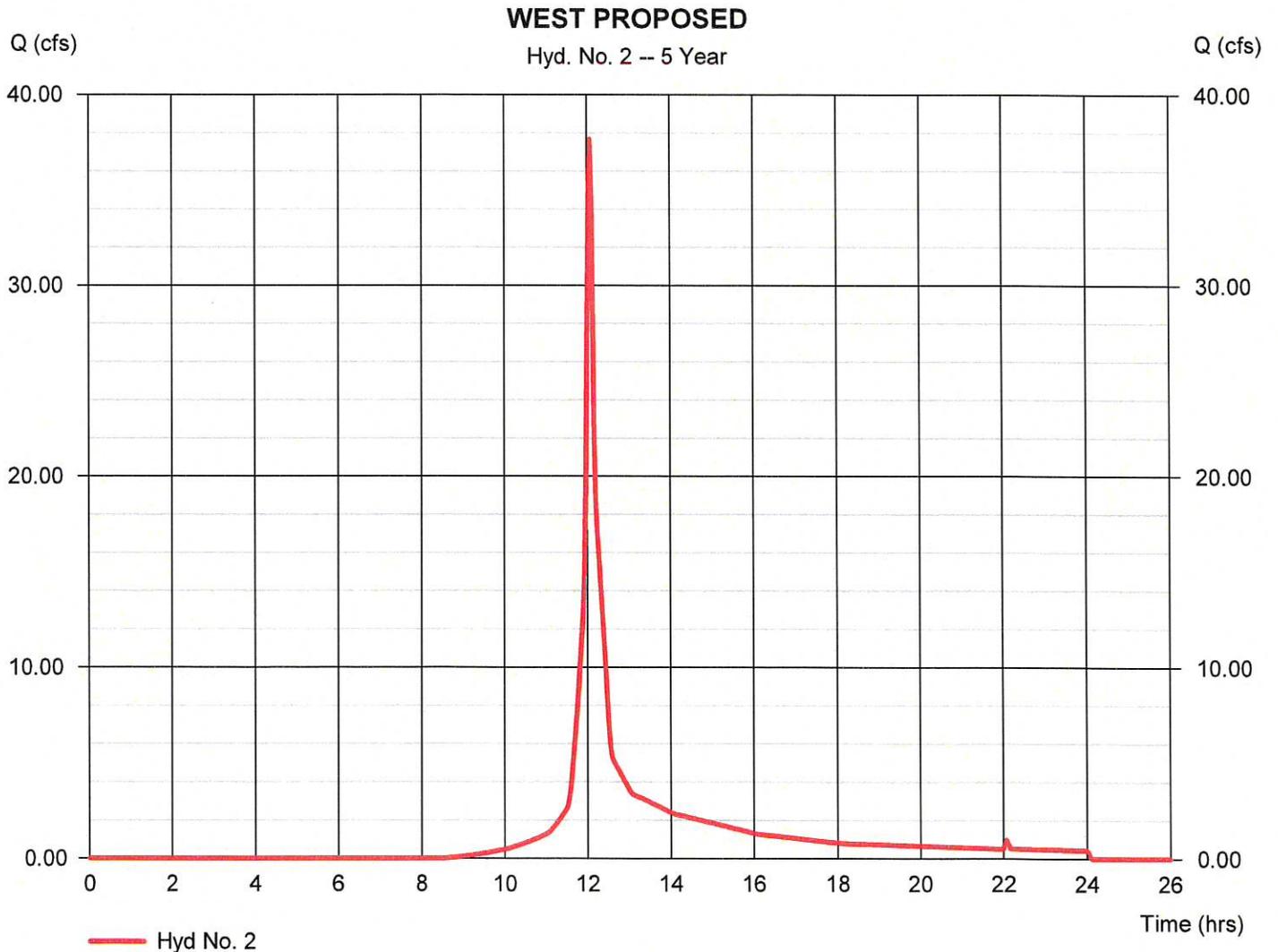


# Hydrograph Report

## Hyd. No. 2

### WEST PROPOSED

Hydrograph type	= SCS Runoff	Peak discharge	= 37.67 cfs
Storm frequency	= 5 yrs	Time to peak	= 12.07 hrs
Time interval	= 2 min	Hyd. volume	= 112,709 cuft
Drainage area	= 8.580 ac	Curve number	= 67.1
Basin Slope	= 4.3 %	Hydraulic length	= 650 ft
Tc method	= KIRPICH	Time of conc. (Tc)	= 3.84 min
Total precip.	= 7.67 in	Distribution	= Type III
Storm duration	= 24 hrs	Shape factor	= 484

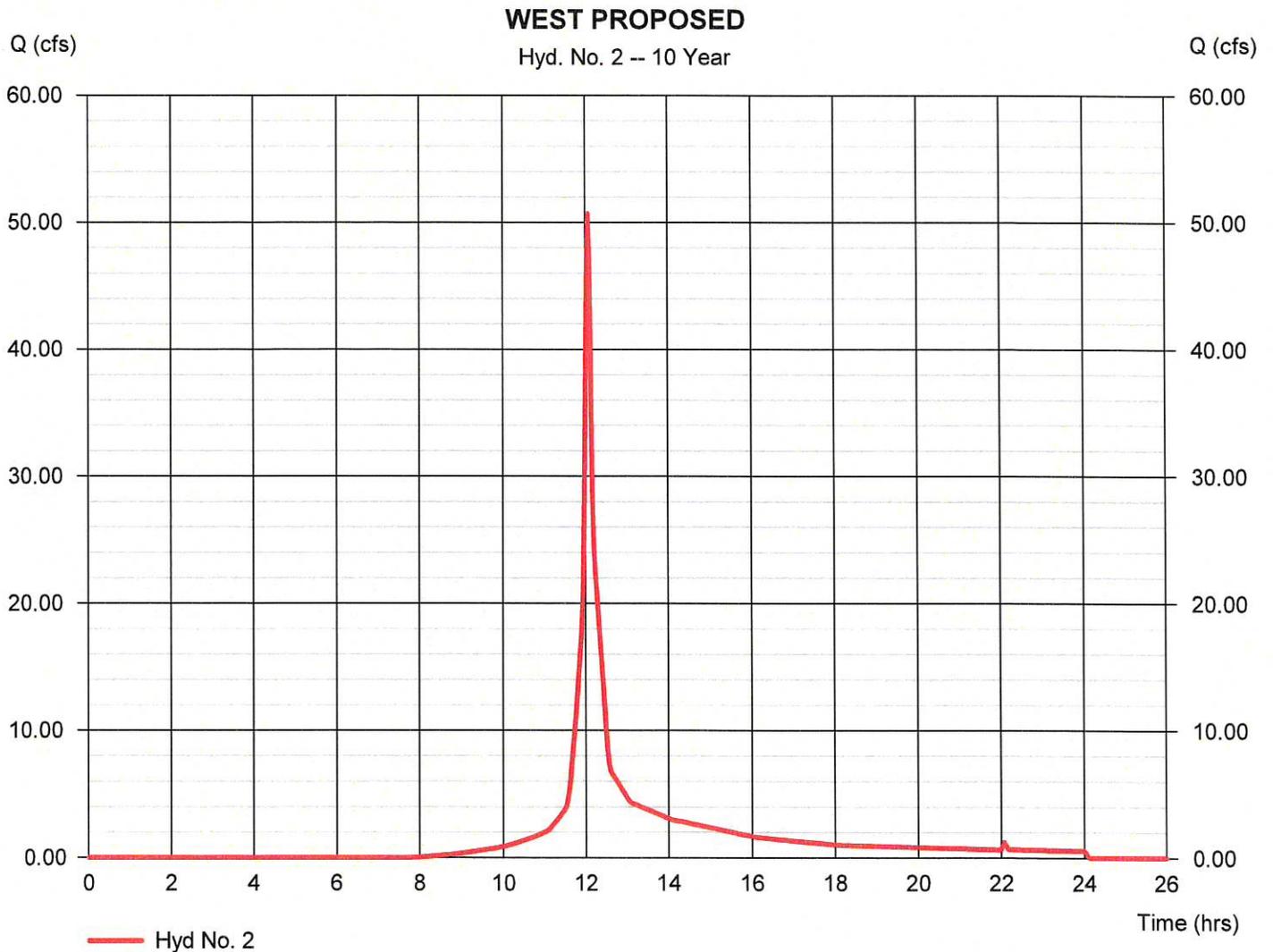


# Hydrograph Report

## Hyd. No. 2

### WEST PROPOSED

Hydrograph type	= SCS Runoff	Peak discharge	= 50.70 cfs
Storm frequency	= 10 yrs	Time to peak	= 12.07 hrs
Time interval	= 2 min	Hyd. volume	= 151,580 cuft
Drainage area	= 8.580 ac	Curve number	= 67.1
Basin Slope	= 4.3 %	Hydraulic length	= 650 ft
Tc method	= KIRPICH	Time of conc. (Tc)	= 3.84 min
Total precip.	= 9.25 in	Distribution	= Type III
Storm duration	= 24 hrs	Shape factor	= 484

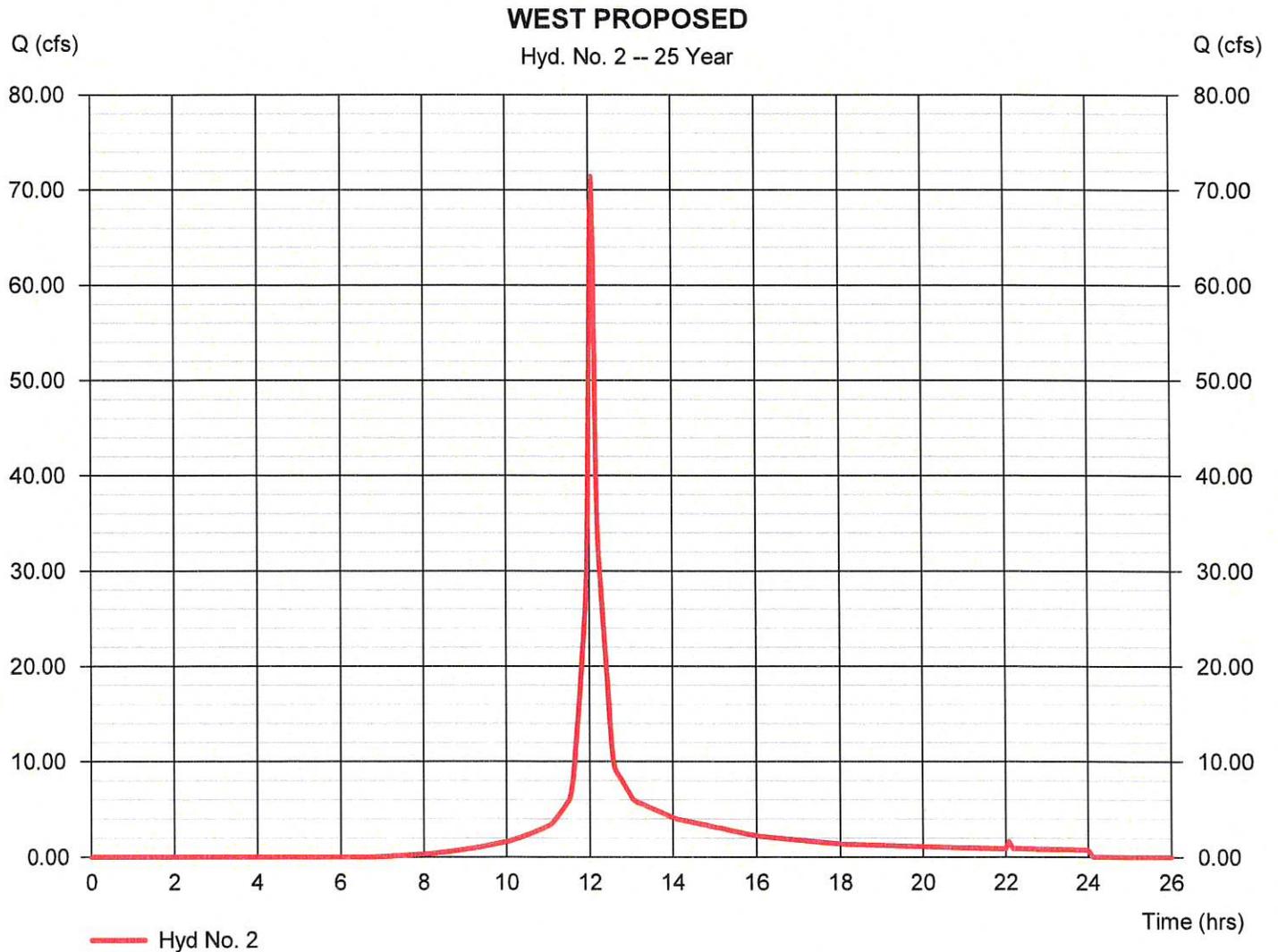


# Hydrograph Report

## Hyd. No. 2

### WEST PROPOSED

Hydrograph type	= SCS Runoff	Peak discharge	= 71.45 cfs
Storm frequency	= 25 yrs	Time to peak	= 12.07 hrs
Time interval	= 2 min	Hyd. volume	= 214,760 cuft
Drainage area	= 8.580 ac	Curve number	= 67.1
Basin Slope	= 4.3 %	Hydraulic length	= 650 ft
Tc method	= KIRPICH	Time of conc. (Tc)	= 3.84 min
Total precip.	= 11.70 in	Distribution	= Type III
Storm duration	= 24 hrs	Shape factor	= 484

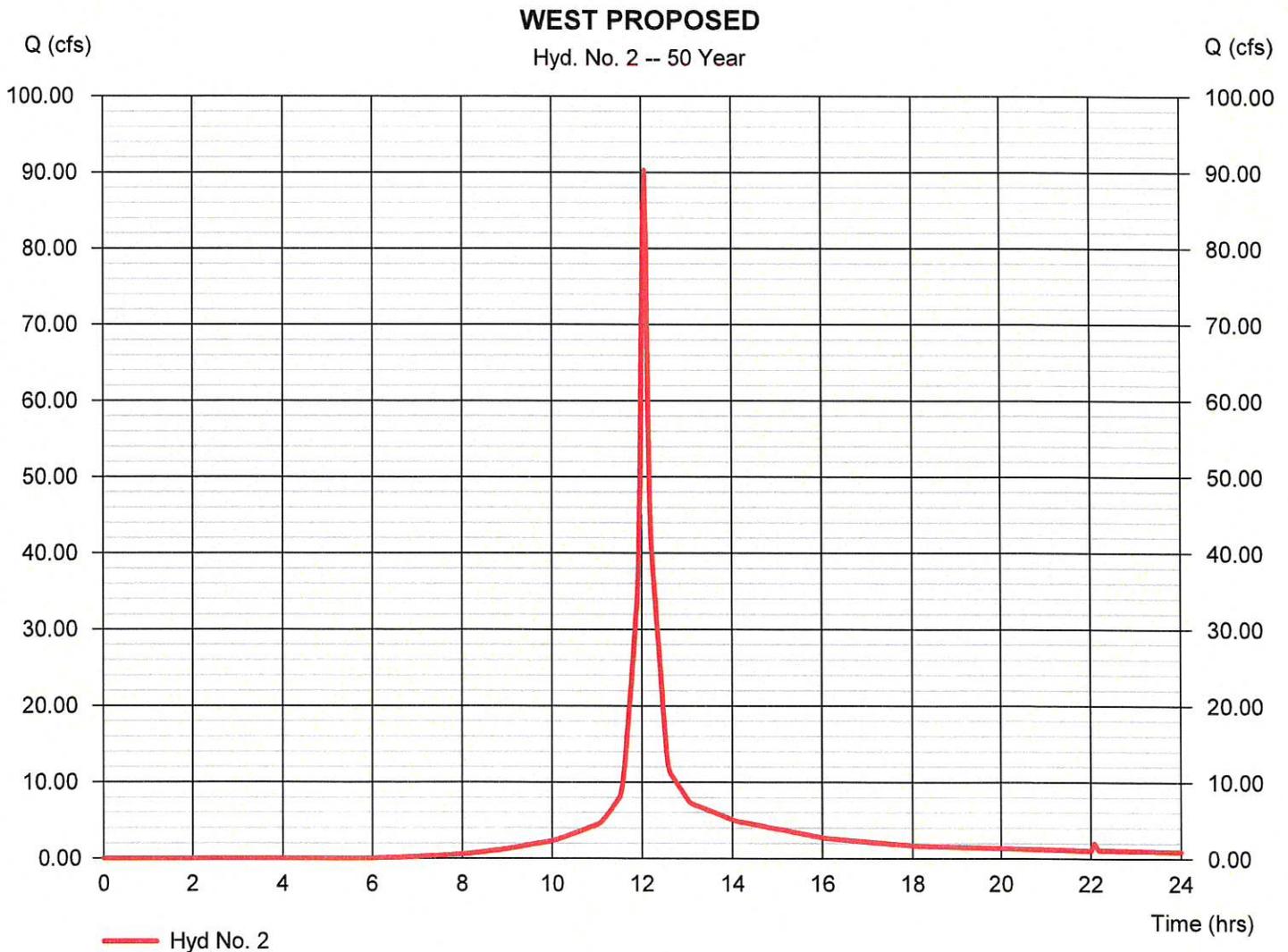


# Hydrograph Report

## Hyd. No. 2

### WEST PROPOSED

Hydrograph type	= SCS Runoff	Peak discharge	= 90.31 cfs
Storm frequency	= 50 yrs	Time to peak	= 12.07 hrs
Time interval	= 2 min	Hyd. volume	= 273,451 cuft
Drainage area	= 8.580 ac	Curve number	= 67.1
Basin Slope	= 4.3 %	Hydraulic length	= 650 ft
Tc method	= KIRPICH	Time of conc. (Tc)	= 3.84 min
Total precip.	= 13.90 in	Distribution	= Type III
Storm duration	= 24 hrs	Shape factor	= 484



# Hydrograph Report

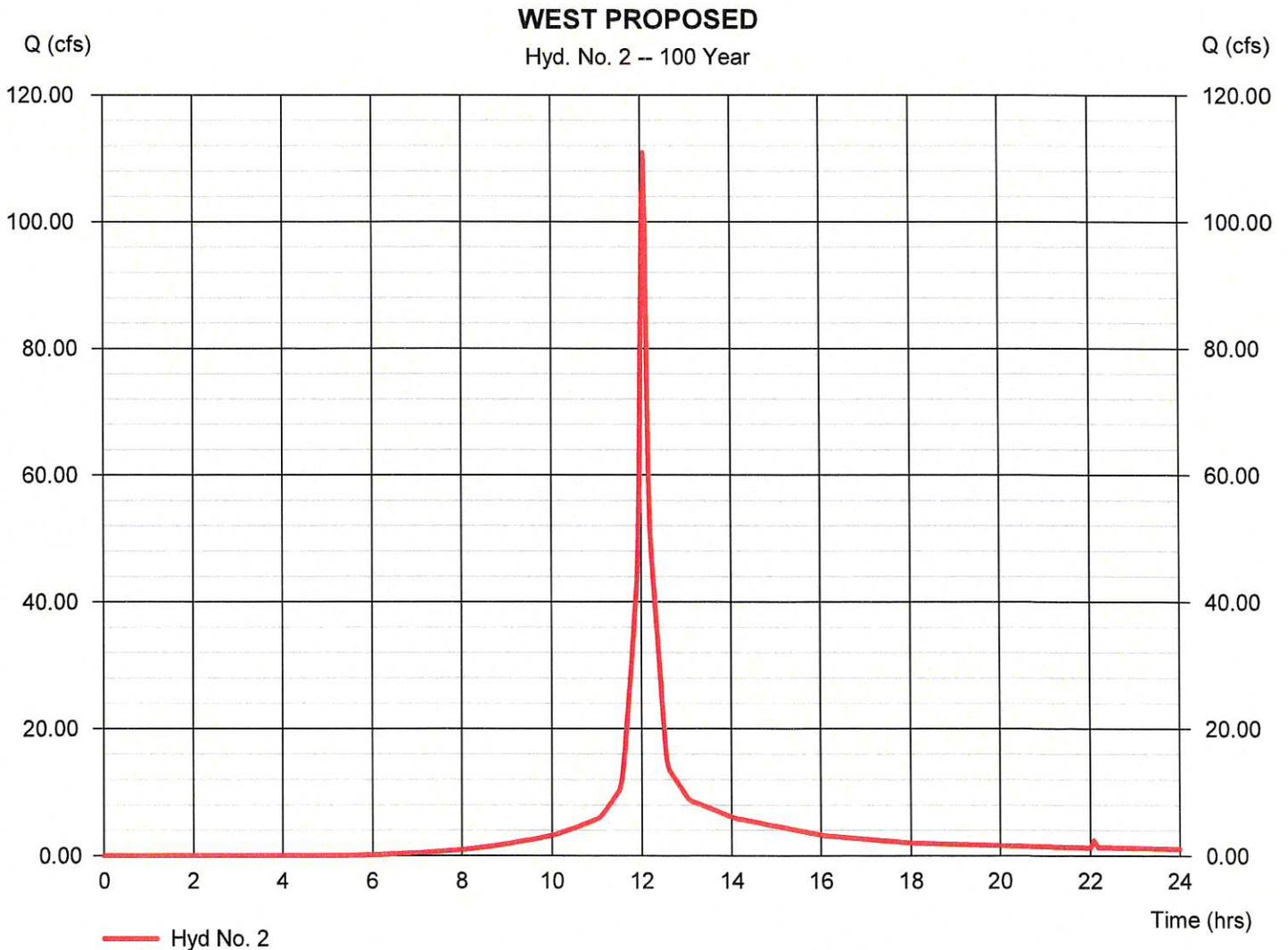
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2020

Wednesday, 12 / 2 / 2020

## Hyd. No. 2

### WEST PROPOSED

Hydrograph type	= SCS Runoff	Peak discharge	= 110.96 cfs
Storm frequency	= 100 yrs	Time to peak	= 12.07 hrs
Time interval	= 2 min	Hyd. volume	= 338,854 cuft
Drainage area	= 8.580 ac	Curve number	= 67.1
Basin Slope	= 4.3 %	Hydraulic length	= 650 ft
Tc method	= KIRPICH	Time of conc. (Tc)	= 3.84 min
Total precip.	= 16.30 in	Distribution	= Type III
Storm duration	= 24 hrs	Shape factor	= 484



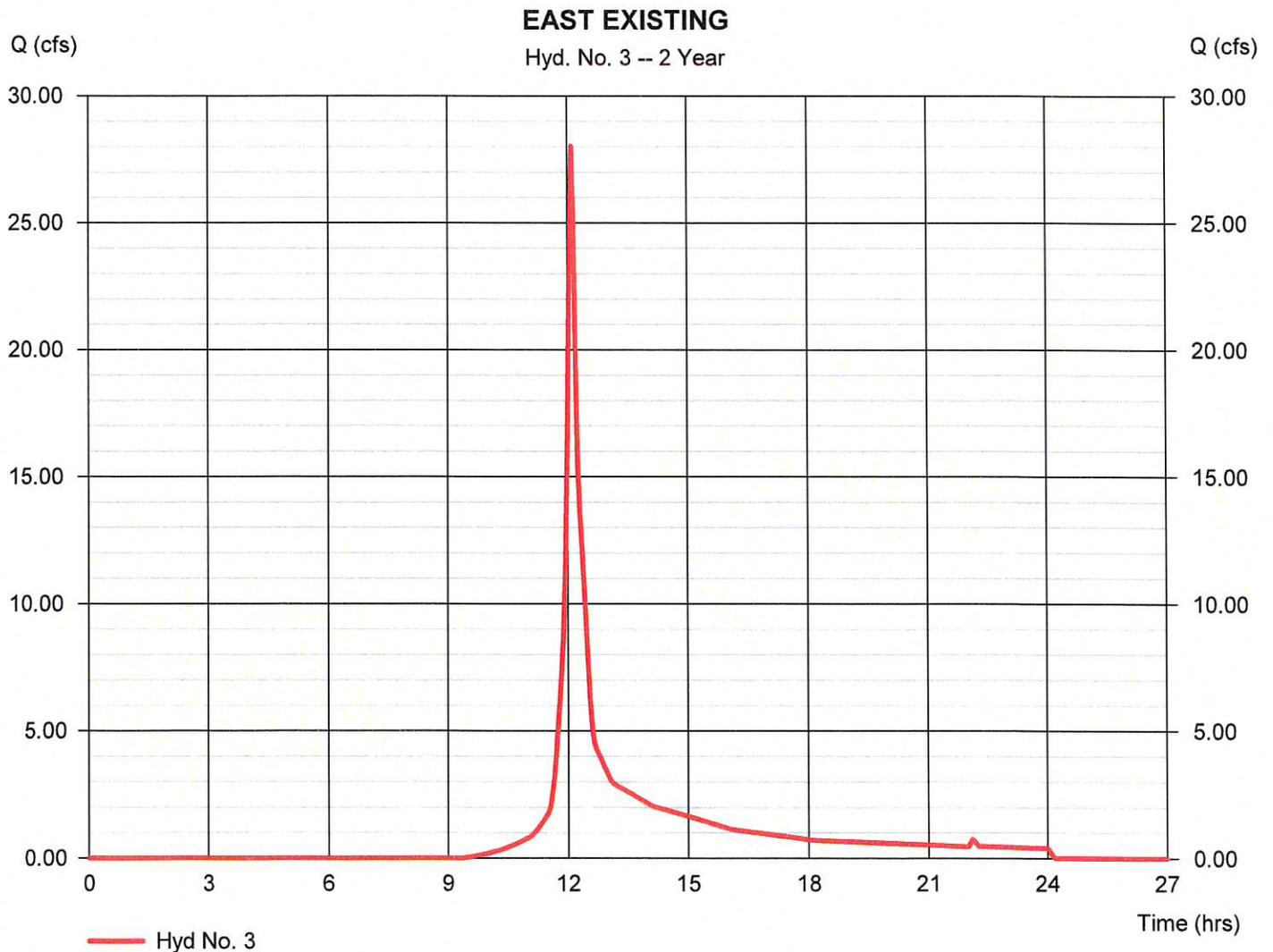
# Hydrograph Report

## Hyd. No. 3

EAST EXISTING

Hydrograph type	= SCS Runoff	Peak discharge	= 28.03 cfs
Storm frequency	= 2 yrs	Time to peak	= 12.10 hrs
Time interval	= 3 min	Hyd. volume	= 94,019 cuft
Drainage area	= 10.480 ac	Curve number	= 68*
Basin Slope	= 3.0 %	Hydraulic length	= 840 ft
Tc method	= KIRPICH	Time of conc. (Tc)	= 5.39 min
Total precip.	= 6.02 in	Distribution	= Type III
Storm duration	= 24 hrs	Shape factor	= 484

\* Composite (Area/CN) = [(1.590 x 60) + (8.890 x 69)] / 10.480



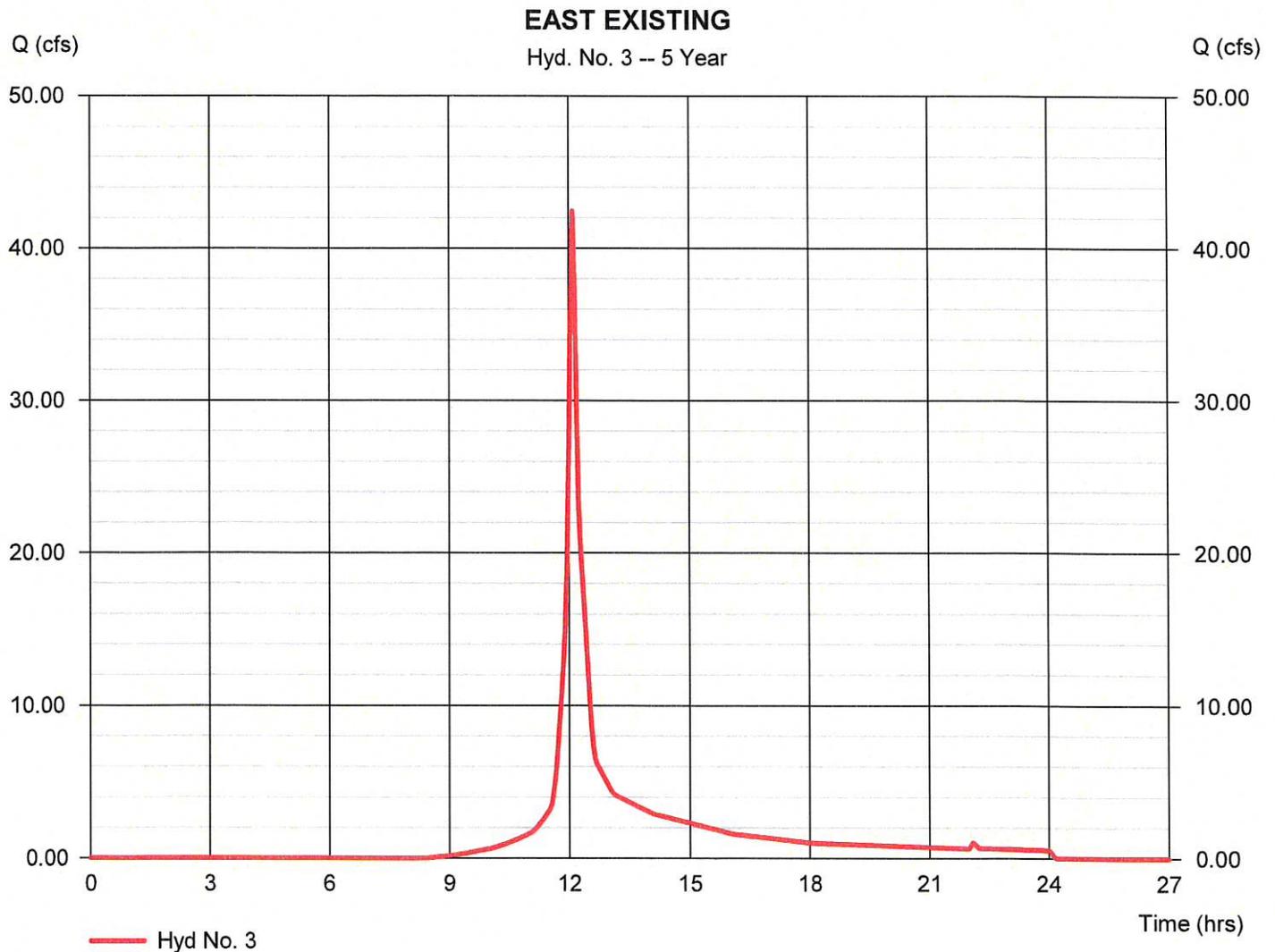
# Hydrograph Report

## Hyd. No. 3

EAST EXISTING

Hydrograph type	= SCS Runoff	Peak discharge	= 42.46 cfs
Storm frequency	= 5 yrs	Time to peak	= 12.10 hrs
Time interval	= 3 min	Hyd. volume	= 141,219 cuft
Drainage area	= 10.480 ac	Curve number	= 68*
Basin Slope	= 3.0 %	Hydraulic length	= 840 ft
Tc method	= KIRPICH	Time of conc. (Tc)	= 5.39 min
Total precip.	= 7.67 in	Distribution	= Type III
Storm duration	= 24 hrs	Shape factor	= 484

\* Composite (Area/CN) = [(1.590 x 60) + (8.890 x 69)] / 10.480



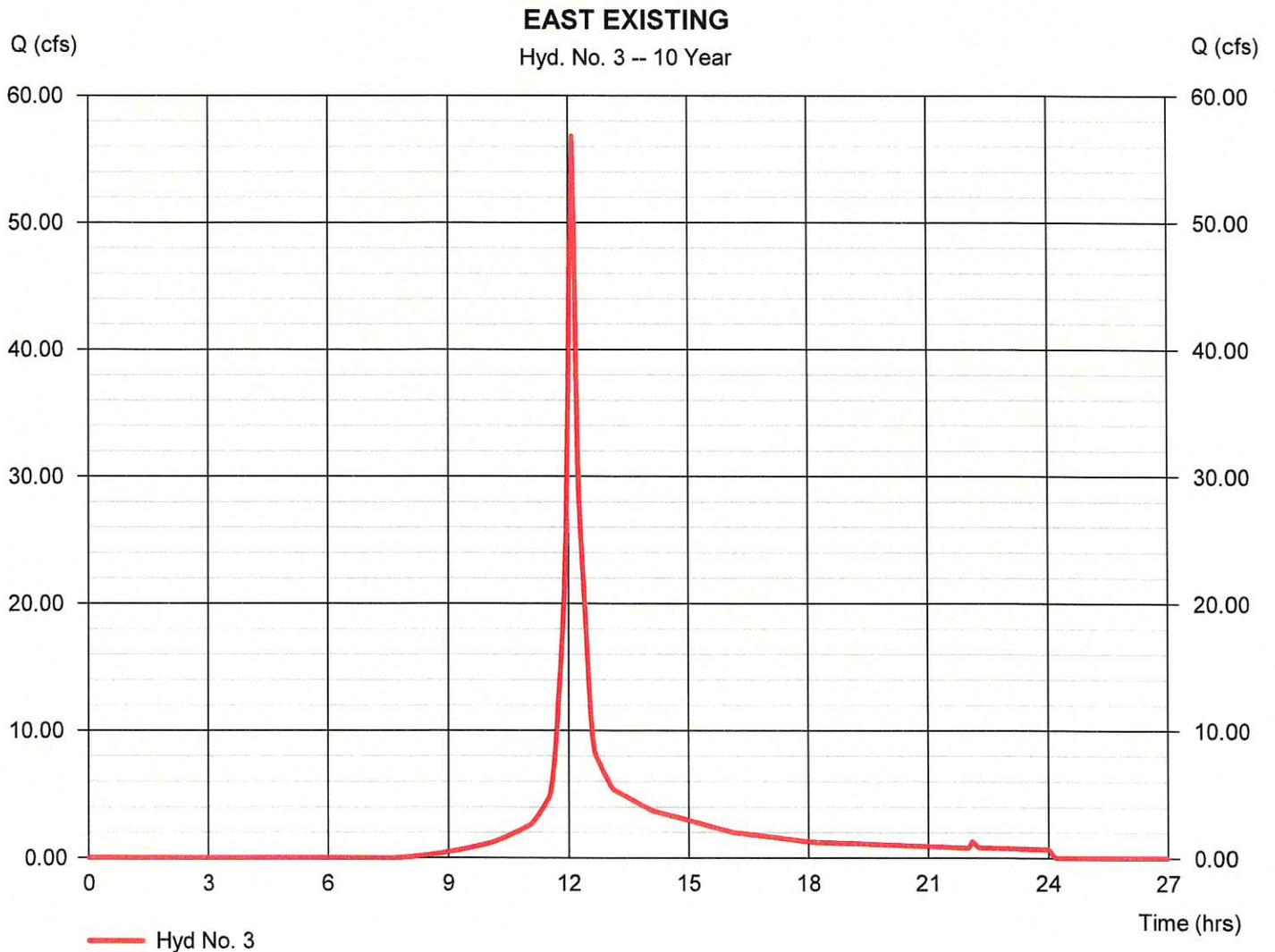
# Hydrograph Report

## Hyd. No. 3

EAST EXISTING

Hydrograph type	= SCS Runoff	Peak discharge	= 56.84 cfs
Storm frequency	= 10 yrs	Time to peak	= 12.10 hrs
Time interval	= 3 min	Hyd. volume	= 189,184 cuft
Drainage area	= 10.480 ac	Curve number	= 68*
Basin Slope	= 3.0 %	Hydraulic length	= 840 ft
Tc method	= KIRPICH	Time of conc. (Tc)	= 5.39 min
Total precip.	= 9.25 in	Distribution	= Type III
Storm duration	= 24 hrs	Shape factor	= 484

\* Composite (Area/CN) = [(1.590 x 60) + (8.890 x 69)] / 10.480



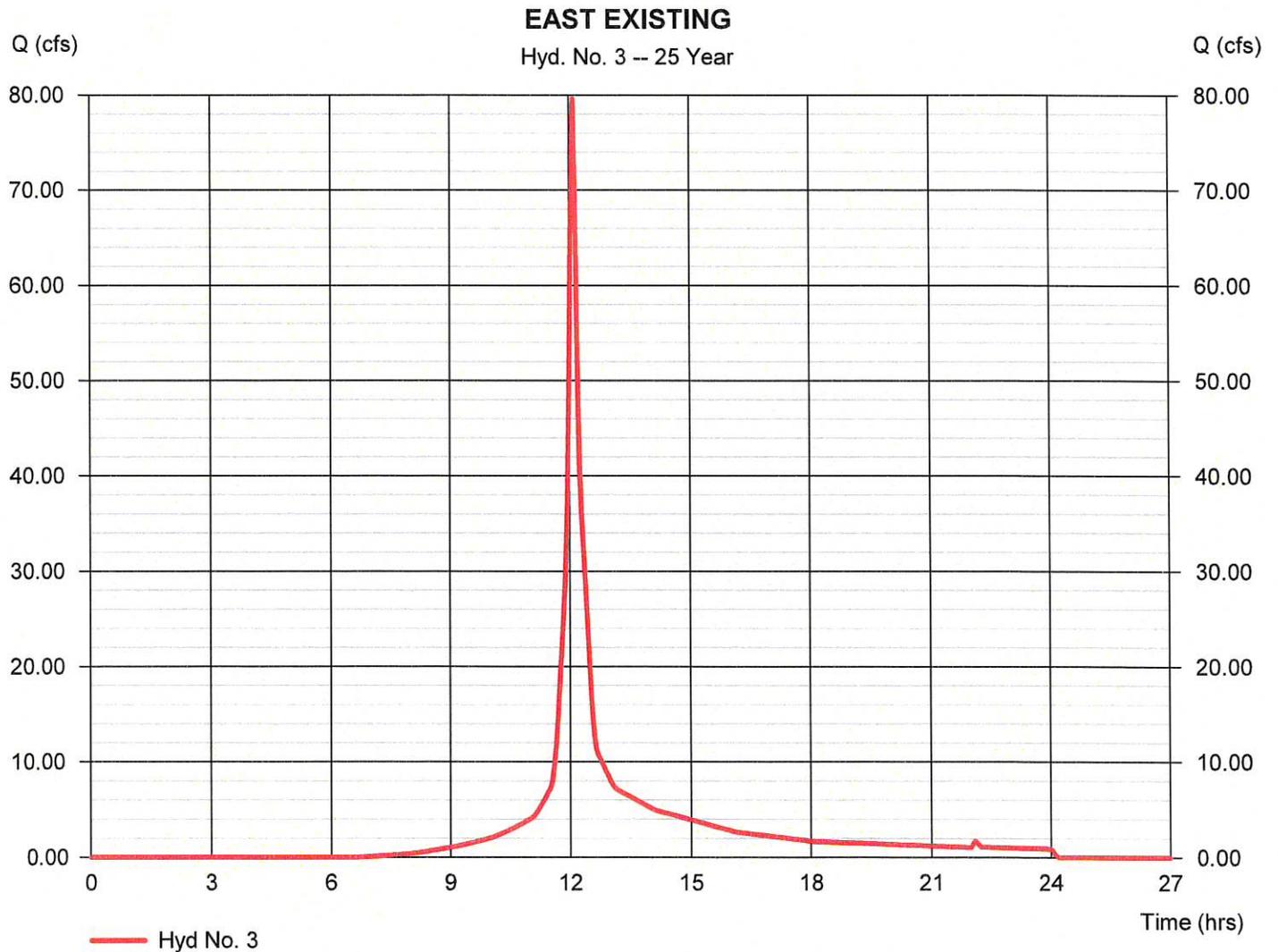
# Hydrograph Report

## Hyd. No. 3

EAST EXISTING

Hydrograph type	= SCS Runoff	Peak discharge	= 79.67 cfs
Storm frequency	= 25 yrs	Time to peak	= 12.10 hrs
Time interval	= 3 min	Hyd. volume	= 266,948 cuft
Drainage area	= 10.480 ac	Curve number	= 68*
Basin Slope	= 3.0 %	Hydraulic length	= 840 ft
Tc method	= KIRPICH	Time of conc. (Tc)	= 5.39 min
Total precip.	= 11.70 in	Distribution	= Type III
Storm duration	= 24 hrs	Shape factor	= 484

\* Composite (Area/CN) = [(1.590 x 60) + (8.890 x 69)] / 10.480



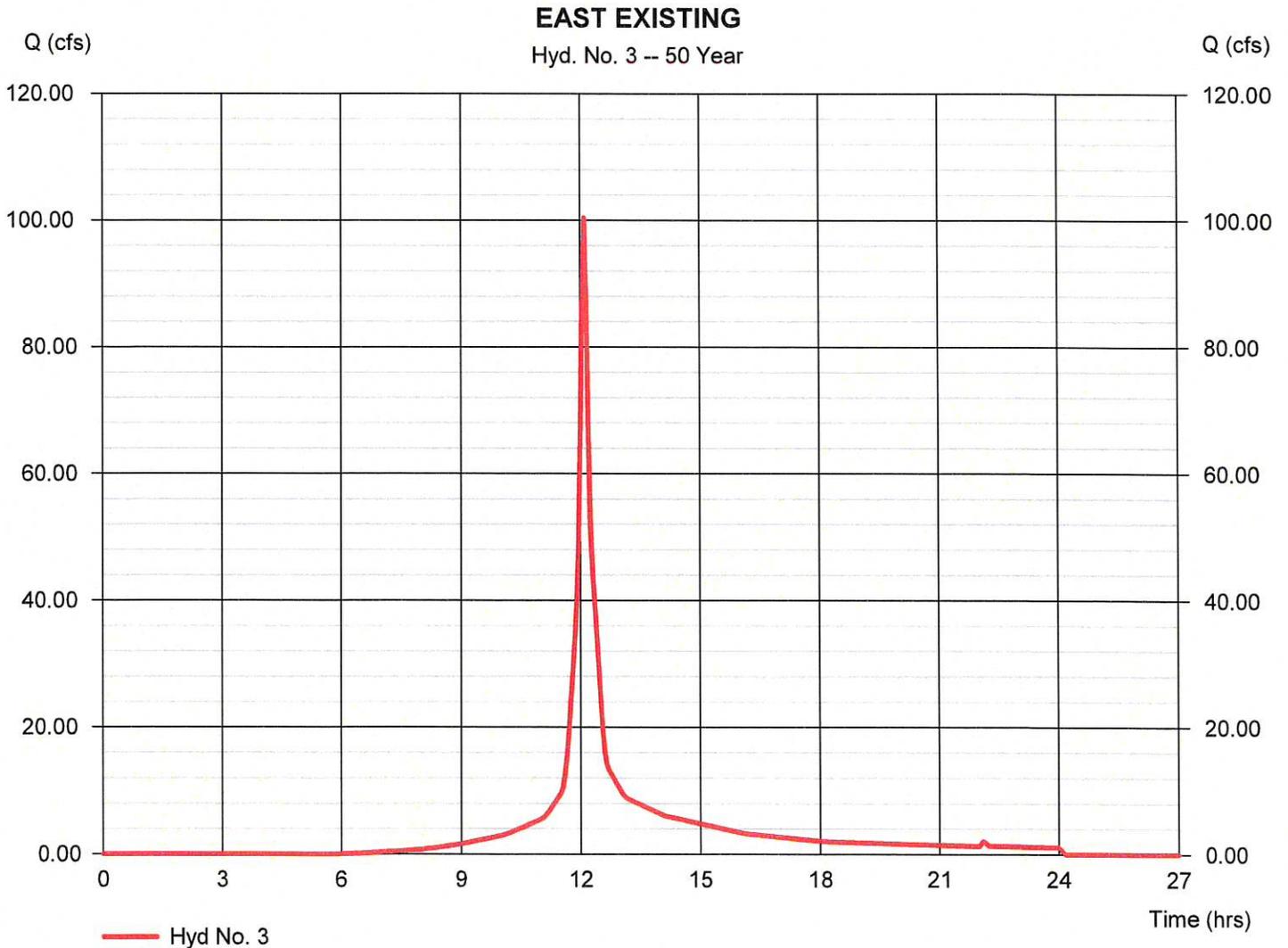
# Hydrograph Report

## Hyd. No. 3

EAST EXISTING

Hydrograph type	= SCS Runoff	Peak discharge	= 100.39 cfs
Storm frequency	= 50 yrs	Time to peak	= 12.10 hrs
Time interval	= 3 min	Hyd. volume	= 339,050 cuft
Drainage area	= 10.480 ac	Curve number	= 68*
Basin Slope	= 3.0 %	Hydraulic length	= 840 ft
Tc method	= KIRPICH	Time of conc. (Tc)	= 5.39 min
Total precip.	= 13.90 in	Distribution	= Type III
Storm duration	= 24 hrs	Shape factor	= 484

\* Composite (Area/CN) = [(1.590 x 60) + (8.890 x 69)] / 10.480



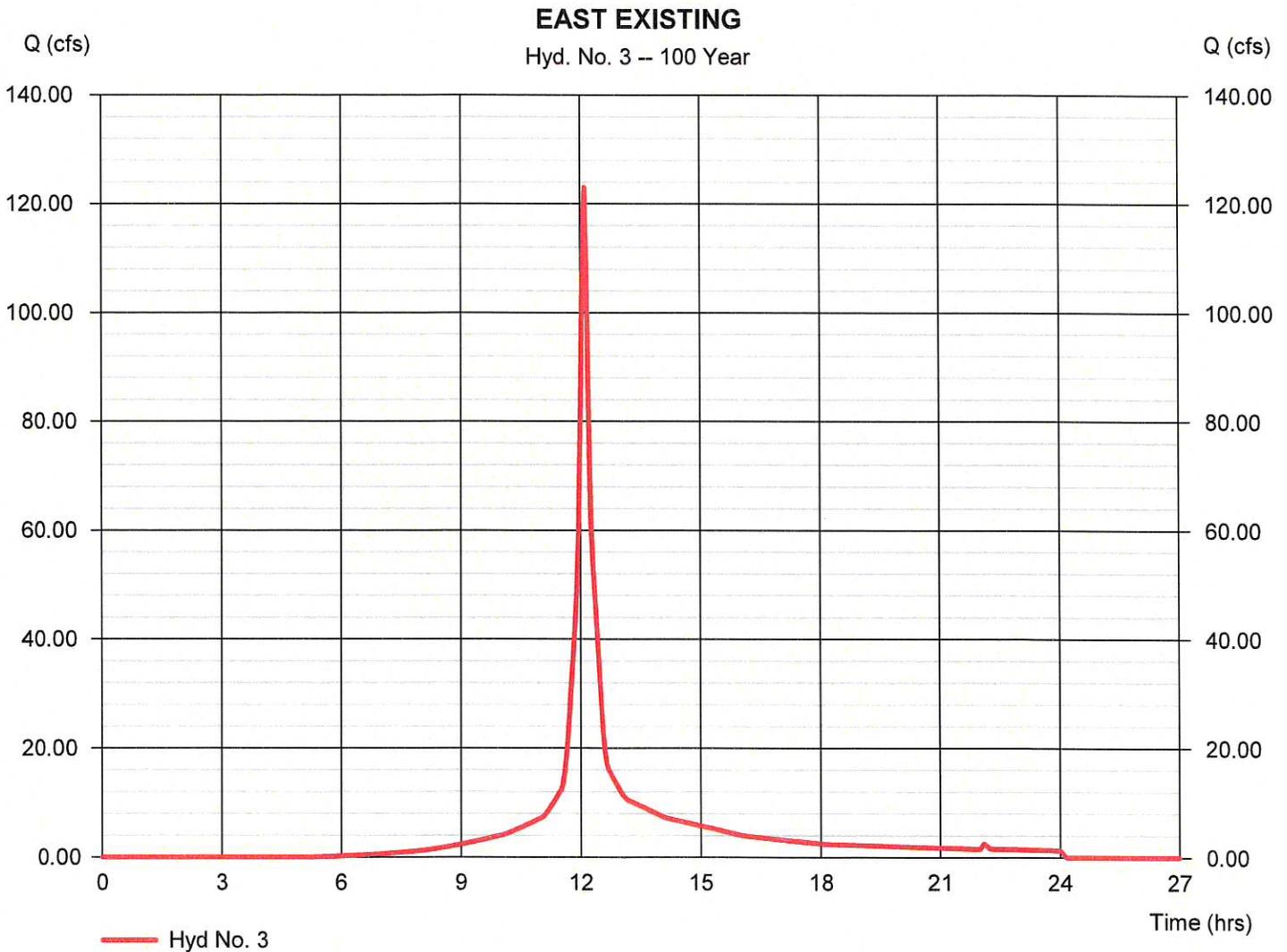
# Hydrograph Report

## Hyd. No. 3

EAST EXISTING

Hydrograph type	= SCS Runoff	Peak discharge	= 123.04 cfs
Storm frequency	= 100 yrs	Time to peak	= 12.10 hrs
Time interval	= 3 min	Hyd. volume	= 419,297 cuft
Drainage area	= 10.480 ac	Curve number	= 68*
Basin Slope	= 3.0 %	Hydraulic length	= 840 ft
Tc method	= KIRPICH	Time of conc. (Tc)	= 5.39 min
Total precip.	= 16.30 in	Distribution	= Type III
Storm duration	= 24 hrs	Shape factor	= 484

\* Composite (Area/CN) = [(1.590 x 60) + (8.890 x 69)] / 10.480



# Hydrograph Report

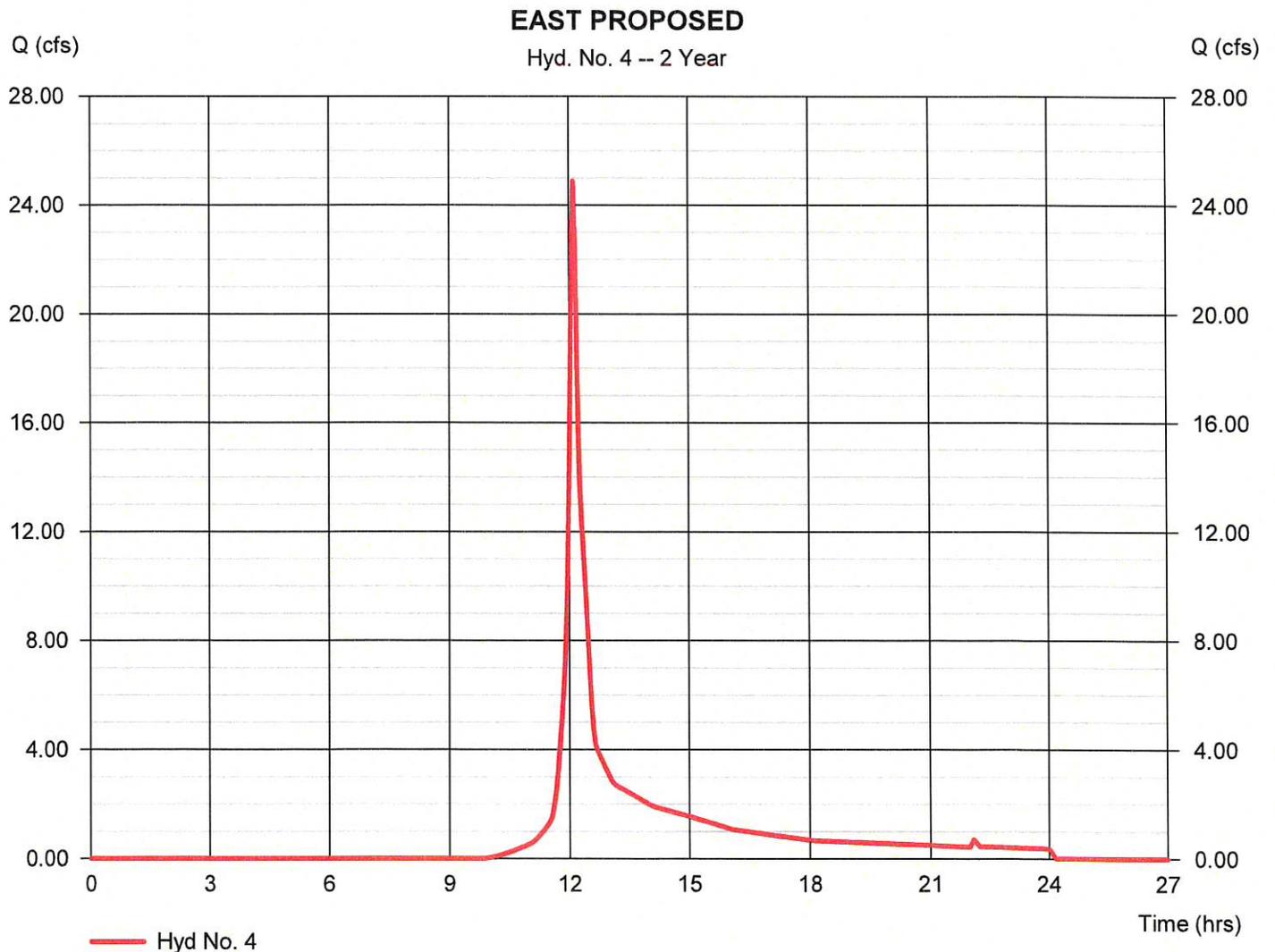
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2020

Wednesday, 12 / 2 / 2020

## Hyd. No. 4

### EAST PROPOSED

Hydrograph type	= SCS Runoff	Peak discharge	= 24.88 cfs
Storm frequency	= 2 yrs	Time to peak	= 12.10 hrs
Time interval	= 3 min	Hyd. volume	= 84,378 cuft
Drainage area	= 10.480 ac	Curve number	= 65
Basin Slope	= 3.0 %	Hydraulic length	= 840 ft
Tc method	= KIRPICH	Time of conc. (Tc)	= 5.39 min
Total precip.	= 6.02 in	Distribution	= Type III
Storm duration	= 24 hrs	Shape factor	= 484

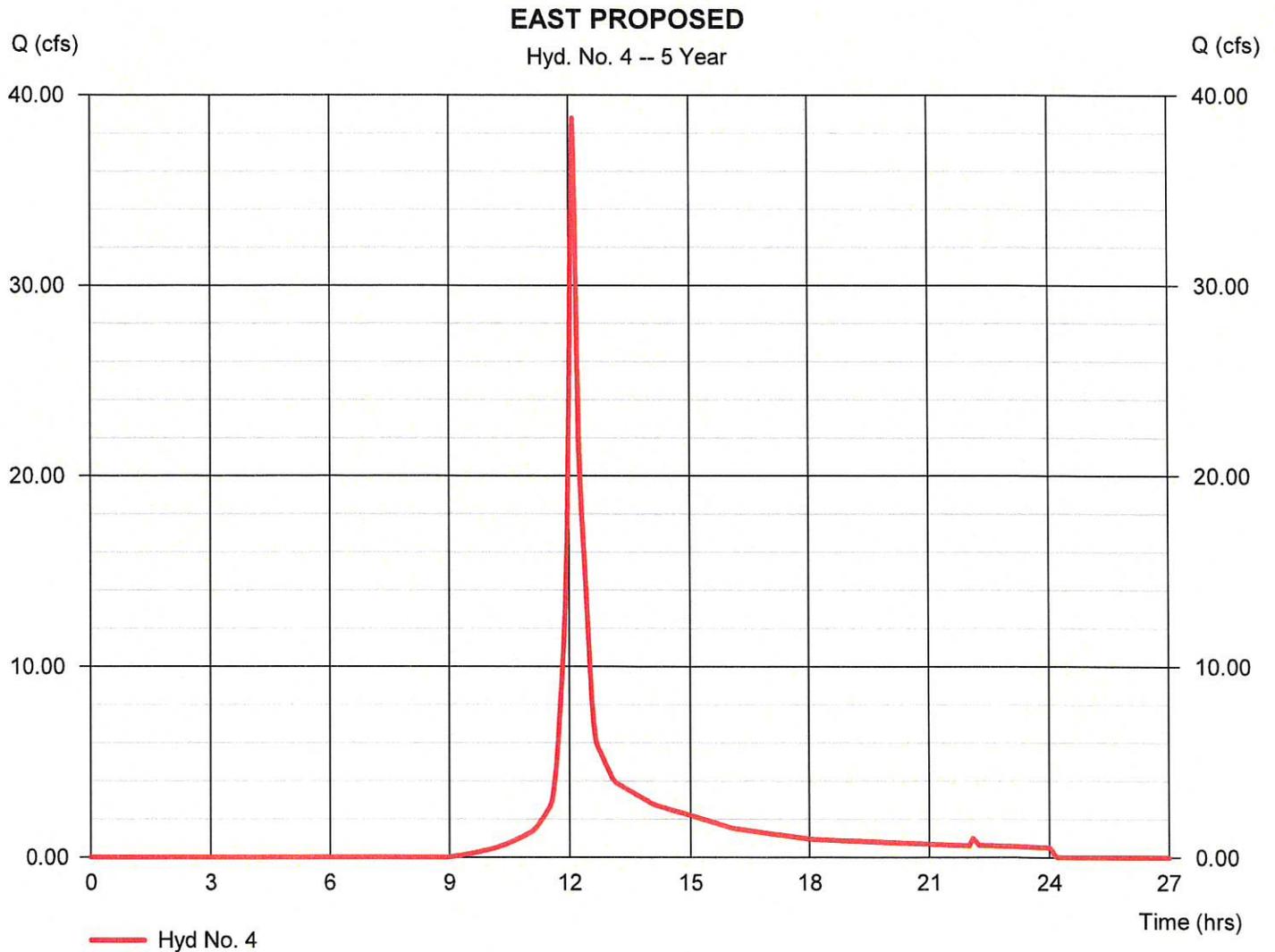


# Hydrograph Report

## Hyd. No. 4

### EAST PROPOSED

Hydrograph type	= SCS Runoff	Peak discharge	= 38.79 cfs
Storm frequency	= 5 yrs	Time to peak	= 12.10 hrs
Time interval	= 3 min	Hyd. volume	= 129,432 cuft
Drainage area	= 10.480 ac	Curve number	= 65
Basin Slope	= 3.0 %	Hydraulic length	= 840 ft
Tc method	= KIRPICH	Time of conc. (Tc)	= 5.39 min
Total precip.	= 7.67 in	Distribution	= Type III
Storm duration	= 24 hrs	Shape factor	= 484



# Hydrograph Report

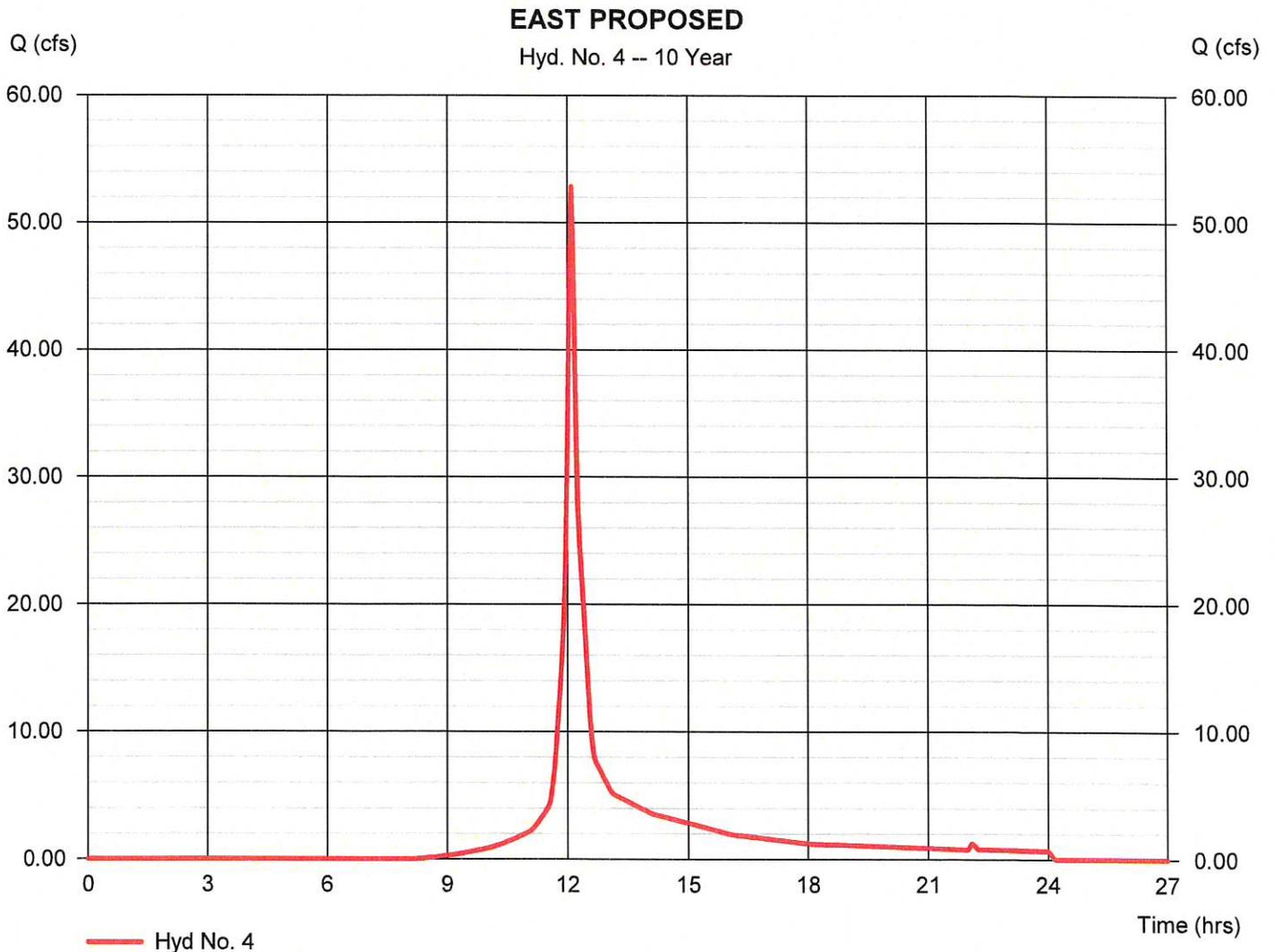
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2020

Wednesday, 12 / 2 / 2020

## Hyd. No. 4

### EAST PROPOSED

Hydrograph type	= SCS Runoff	Peak discharge	= 52.85 cfs
Storm frequency	= 10 yrs	Time to peak	= 12.10 hrs
Time interval	= 3 min	Hyd. volume	= 175,721 cuft
Drainage area	= 10.480 ac	Curve number	= 65
Basin Slope	= 3.0 %	Hydraulic length	= 840 ft
Tc method	= KIRPICH	Time of conc. (Tc)	= 5.39 min
Total precip.	= 9.25 in	Distribution	= Type III
Storm duration	= 24 hrs	Shape factor	= 484



# Hydrograph Report

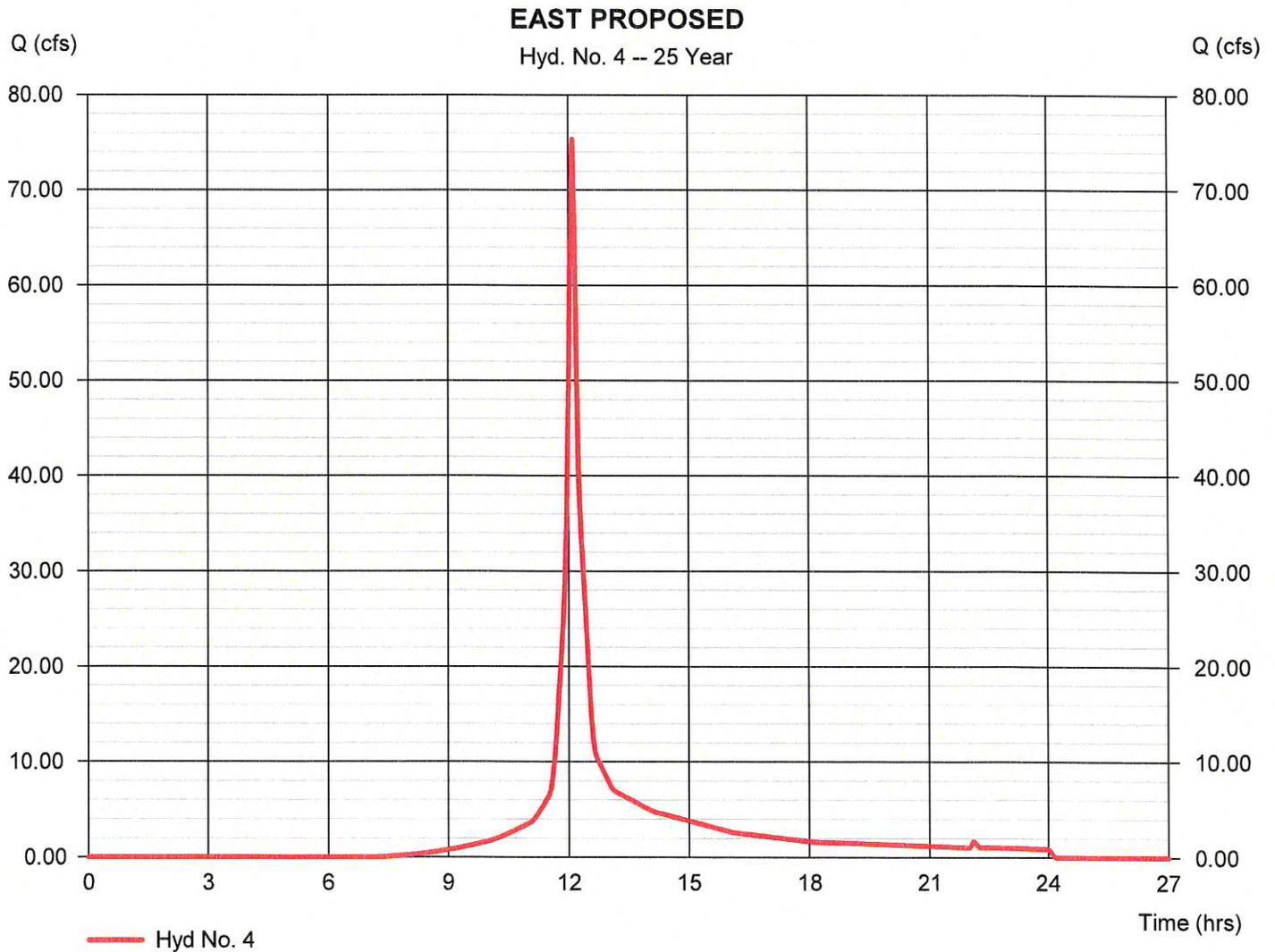
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2020

Wednesday, 12 / 2 / 2020

## Hyd. No. 4

### EAST PROPOSED

Hydrograph type	= SCS Runoff	Peak discharge	= 75.38 cfs
Storm frequency	= 25 yrs	Time to peak	= 12.10 hrs
Time interval	= 3 min	Hyd. volume	= 251,426 cuft
Drainage area	= 10.480 ac	Curve number	= 65
Basin Slope	= 3.0 %	Hydraulic length	= 840 ft
Tc method	= KIRPICH	Time of conc. (Tc)	= 5.39 min
Total precip.	= 11.70 in	Distribution	= Type III
Storm duration	= 24 hrs	Shape factor	= 484

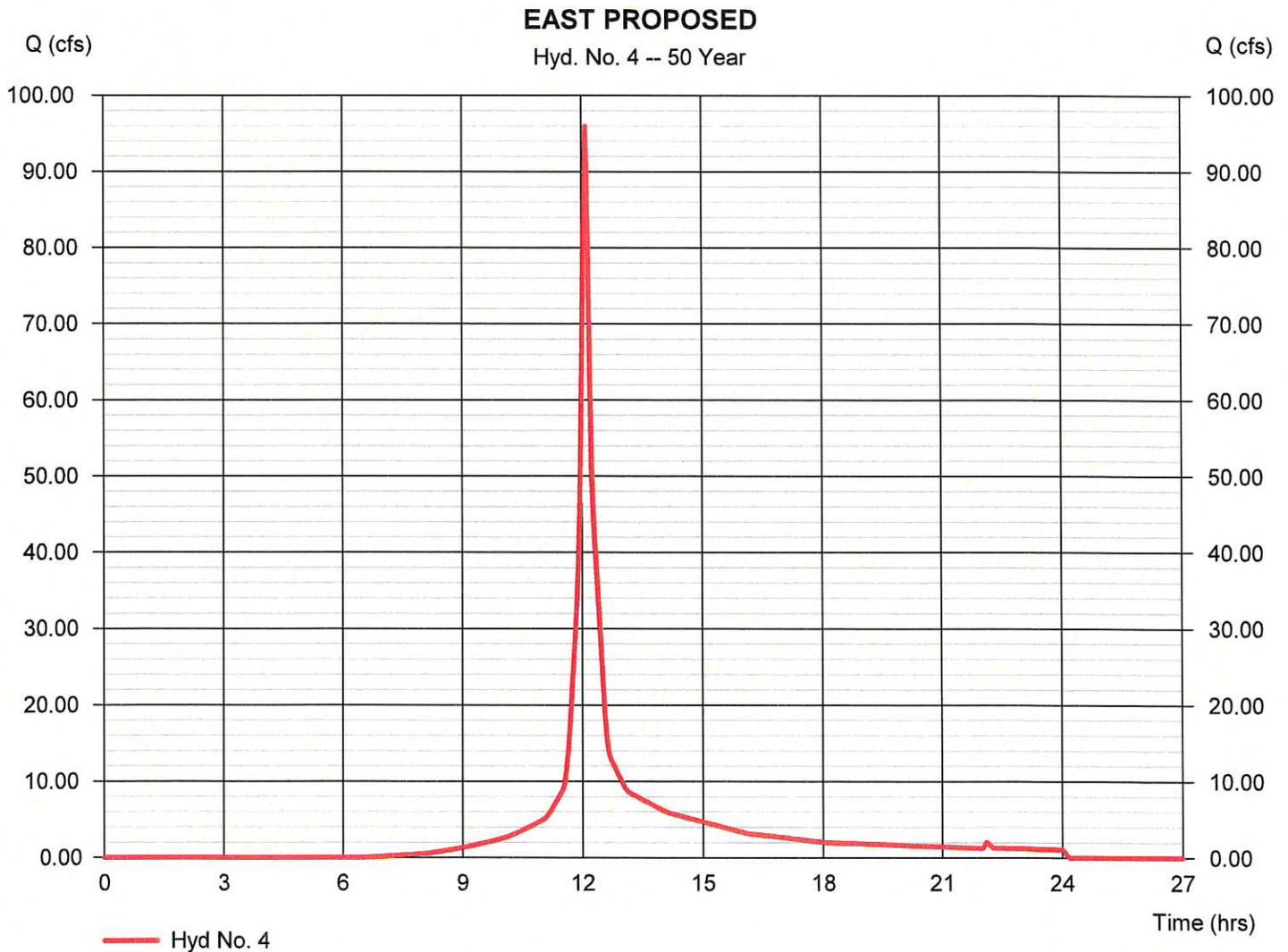


# Hydrograph Report

## Hyd. No. 4

### EAST PROPOSED

Hydrograph type	= SCS Runoff	Peak discharge	= 95.97 cfs
Storm frequency	= 50 yrs	Time to peak	= 12.10 hrs
Time interval	= 3 min	Hyd. volume	= 322,083 cuft
Drainage area	= 10.480 ac	Curve number	= 65
Basin Slope	= 3.0 %	Hydraulic length	= 840 ft
Tc method	= KIRPICH	Time of conc. (Tc)	= 5.39 min
Total precip.	= 13.90 in	Distribution	= Type III
Storm duration	= 24 hrs	Shape factor	= 484

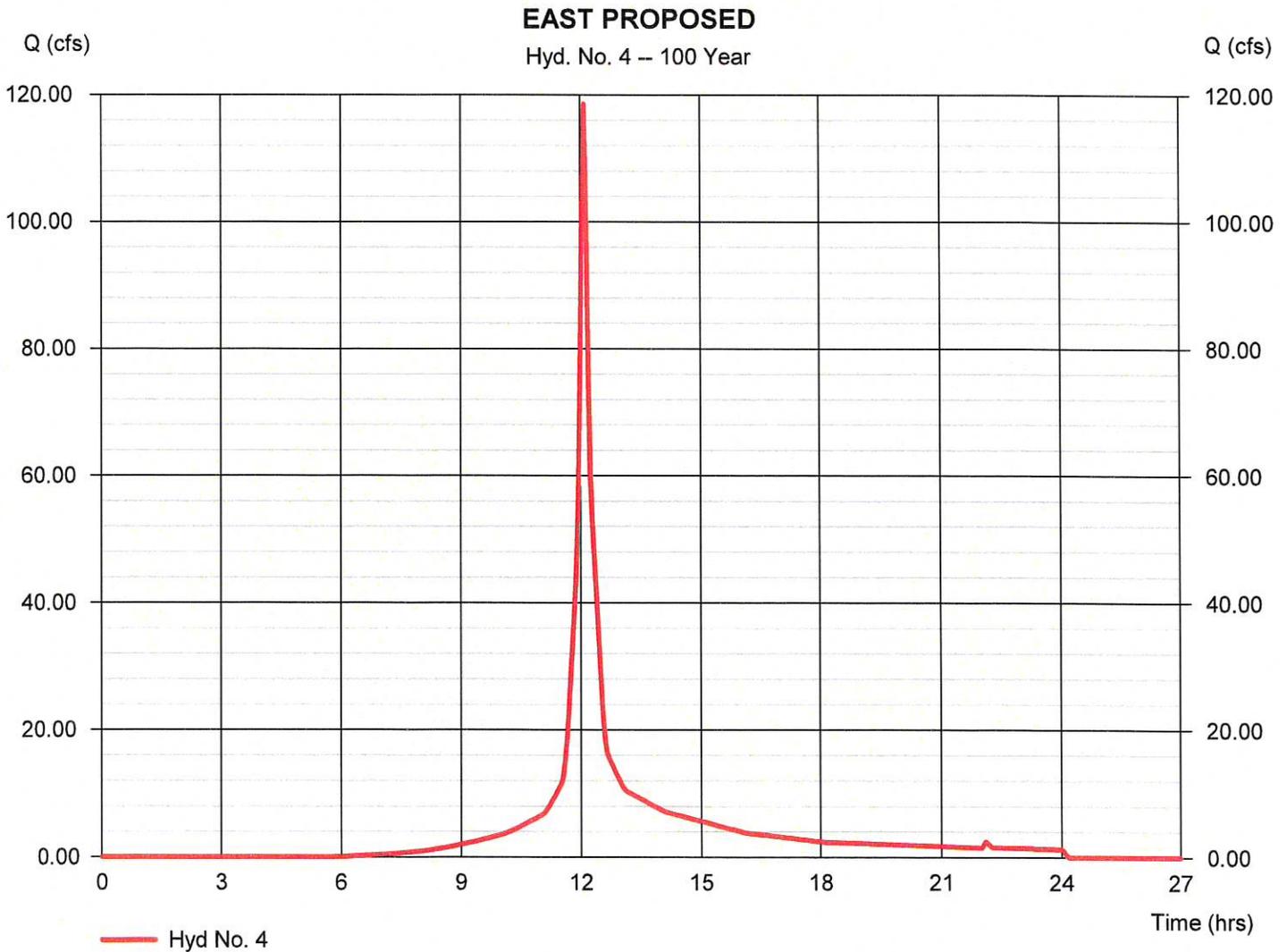


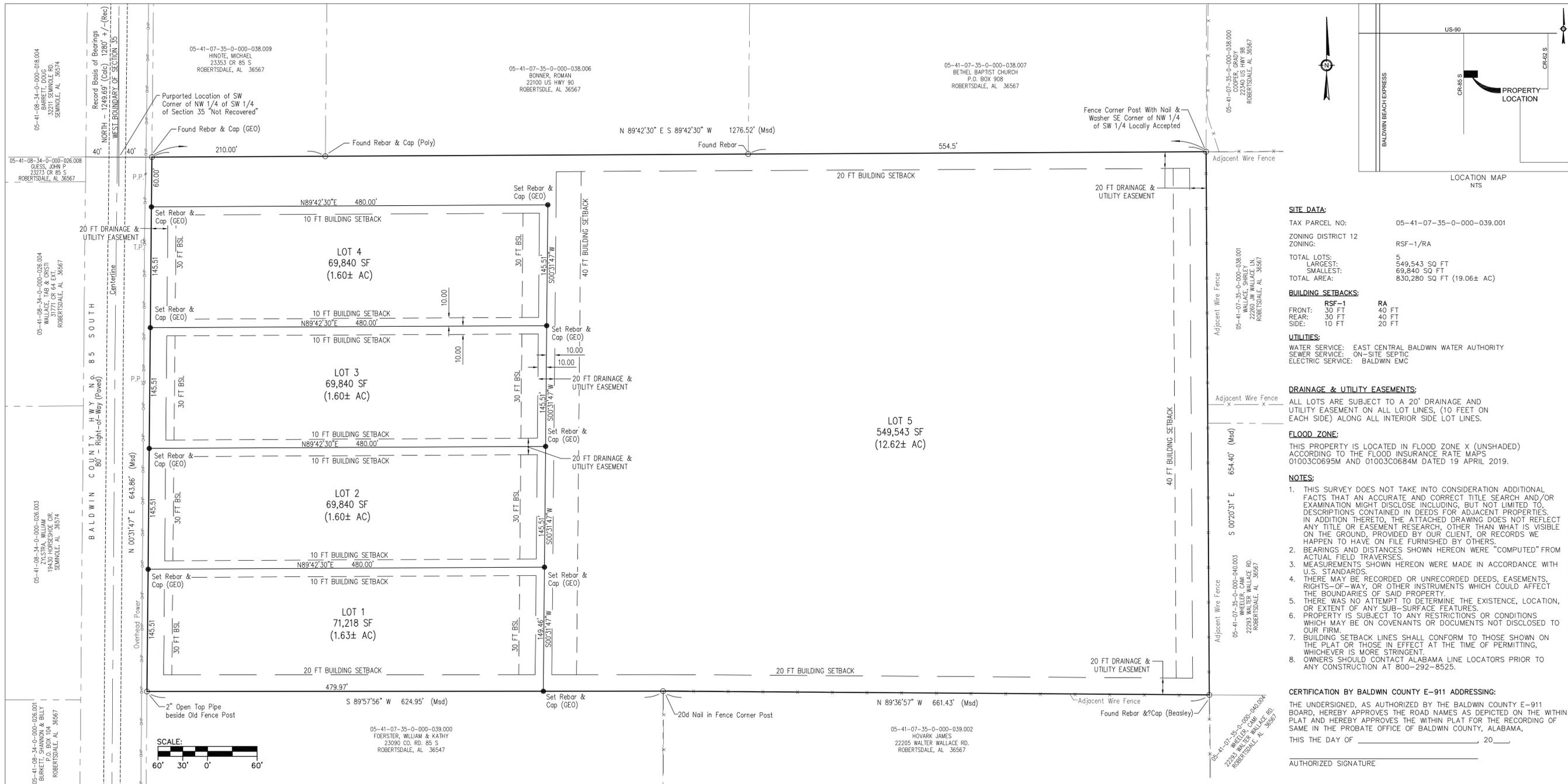
# Hydrograph Report

## Hyd. No. 4

### EAST PROPOSED

Hydrograph type	= SCS Runoff	Peak discharge	= 118.59 cfs
Storm frequency	= 100 yrs	Time to peak	= 12.10 hrs
Time interval	= 3 min	Hyd. volume	= 401,065 cuft
Drainage area	= 10.480 ac	Curve number	= 65
Basin Slope	= 3.0 %	Hydraulic length	= 840 ft
Tc method	= KIRPICH	Time of conc. (Tc)	= 5.39 min
Total precip.	= 16.30 in	Distribution	= Type III
Storm duration	= 24 hrs	Shape factor	= 484





**SITE DATA:**  
 TAX PARCEL NO: 05-41-07-35-0-000-039.001  
 ZONING DISTRICT 12: RSF-1/RA  
 TOTAL LOTS: 5  
 LARGEST: 69,840 SQ FT  
 SMALLEST: 71,218 SQ FT  
 TOTAL AREA: 830,280 SQ FT (19.06± AC)  
**BUILDING SETBACKS:**  
 FRONT: 30 FT RA 40 FT  
 REAR: 30 FT RA 40 FT  
 SIDE: 10 FT RA 20 FT  
**UTILITIES:**  
 WATER SERVICE: EAST CENTRAL BALDWIN WATER AUTHORITY  
 SEWER SERVICE: ON-SITE SEPTIC  
 ELECTRIC SERVICE: BALDWIN EMC

**DRAINAGE & UTILITY EASEMENTS:**  
 ALL LOTS ARE SUBJECT TO A 20' DRAINAGE AND UTILITY EASEMENT ON ALL LOT LINES, (10 FEET ON EACH SIDE) ALONG ALL INTERIOR SIDE LOT LINES.  
**FLOOD ZONE:**  
 THIS PROPERTY IS LOCATED IN FLOOD ZONE X (UNSHADED) ACCORDING TO THE FLOOD INSURANCE RATE MAPS 01003C0695M AND 01003C0684M DATED 19 APRIL 2019.

- NOTES:**
- THIS SURVEY DOES NOT TAKE INTO CONSIDERATION ADDITIONAL FACTS THAT AN ACCURATE AND CORRECT TITLE SEARCH AND/OR EXAMINATION MIGHT DISCLOSE INCLUDING, BUT NOT LIMITED TO, DESCRIPTIONS CONTAINED IN DEEDS FOR ADJACENT PROPERTIES. IN ADDITION THERETO, THE ATTACHED DRAWING DOES NOT REFLECT ANY TITLE OR EASEMENT RESEARCH, OTHER THAN WHAT IS VISIBLE ON THE GROUND, PROVIDED BY OUR CLIENT, OR RECORDS WE HAPPEN TO HAVE ON FILE FURNISHED BY OTHERS.
  - BEARINGS AND DISTANCES SHOWN HEREON WERE "COMPUTED" FROM ACTUAL FIELD TRAVERSES.
  - MEASUREMENTS SHOWN HEREON WERE MADE IN ACCORDANCE WITH U.S. STANDARDS.
  - THERE MAY BE RECORDED OR UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OF SAID PROPERTY.
  - THERE WAS NO ATTEMPT TO DETERMINE THE EXISTENCE, LOCATION, OR EXTENT OF ANY SUB-SURFACE FEATURES.
  - PROPERTY IS SUBJECT TO ANY RESTRICTIONS OR CONDITIONS WHICH MAY BE ON COVENANTS OR DOCUMENTS NOT DISCLOSED TO OUR FIRM.
  - BUILDING SETBACK LINES SHALL CONFORM TO THOSE SHOWN ON THE PLAT OR THOSE IN EFFECT AT THE TIME OF PERMITTING, WHICHEVER IS MORE STRINGENT.
  - OWNERS SHOULD CONTACT ALABAMA LINE LOCATORS PRIOR TO ANY CONSTRUCTION AT 800-292-8525.

**CERTIFICATION BY BALDWIN COUNTY E-911 ADDRESSING:**  
 THE UNDERSIGNED, AS AUTHORIZED BY THE BALDWIN COUNTY E-911 BOARD, HEREBY APPROVES THE ROAD NAMES AS DEPICTED ON THE WITHIN PLAT AND HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA.  
 THIS THE DAY OF \_\_\_\_\_, 20\_\_\_\_  
 AUTHORIZED SIGNATURE \_\_\_\_\_

**CERTIFICATE OF APPROVAL BY BALDWIN EMC (POWER):**  
 THE UNDERSIGNED, AS AUTHORIZED BY BALDWIN EMC HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
 AUTHORIZED REPRESENTATIVE \_\_\_\_\_

**CERTIFICATE OF APPROVAL BY EAST CENTRAL BALDWIN WATER AUTHORITY (WATER):**  
 THE UNDERSIGNED, AS AUTHORIZED BY EAST CENTRAL BALDWIN WATER AUTHORITY HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
 AUTHORIZED REPRESENTATIVE \_\_\_\_\_

**CERTIFICATE OF BALDWIN COUNTY HEALTH DEPARTMENT:**  
 THE LOT(S) ON THIS PLAT ARE SUBJECT TO APPROVAL OR DELETION BY THE BALDWIN COUNTY HEALTH DEPARTMENT. NO REPRESENTATION IS MADE THAT ANY LOT ON THIS PLAT WILL ACCOMMODATE AN ONSITE SEWAGE SYSTEM (OSS). THE APPROPRIATENESS OF A LOT FOR WASTEWATER (SEWAGE) TREATMENT AND DISPOSAL SHALL BE DETERMINED WHEN AN APPLICATION IS SUBMITTED. IF PERMITTED, THE LOT APPROVAL MAY CONTAIN CERTAIN CONDITIONS WHICH RESTRICT THE USE OF THE LOT OR OBLIGATE OWNERS TO SPECIAL MAINTENANCE AND REPORTING REQUIREMENTS, AND THESE ARE ON FILE WITH THE SAID HEALTH DEPARTMENT AND ARE MADE A PART OF THIS PLAT AS IF SET OUT HERE ON.  
 SIGNED THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
 AUTHORIZED REPRESENTATIVE \_\_\_\_\_

**CERTIFICATION OF APPROVAL BY THE BALDWIN COUNTY PLANNING AND ZONING COMMISSION:**  
 THE UNDERSIGNED, AS \_\_\_\_\_ OF BALDWIN COUNTY PLANNING AND ZONING COMMISSION, HEREBY CERTIFIES THAT, AT ITS MEETING OF \_\_\_\_\_, \_\_\_\_\_, THE BALDWIN COUNTY PLANNING AND ZONING COMMISSION APPROVED THE WITHIN PLAT FOR THE RECORDING OF THE SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS THE DAY OF \_\_\_\_\_, 20\_\_\_\_  
 BALDWIN COUNTY PLANNING AND ZONING COMMISSION  
 BY: \_\_\_\_\_  
 ITS: \_\_\_\_\_

**CERTIFICATE OF APPROVAL BY THE COUNTY ENGINEER:**  
 THE UNDERSIGNED, AS COUNTY ENGINEER OF BALDWIN COUNTY, ALABAMA, HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
 COUNTY ENGINEER \_\_\_\_\_

**CERTIFICATE OF THE BALDWIN COUNTY PLANNING DIRECTOR**  
 THE UNDERSIGNED, AS DIRECTOR OF THE BALDWIN COUNTY PLANNING AND ZONING DEPARTMENT, HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
 PLANNING DIRECTOR \_\_\_\_\_

**CERTIFICATION OF OWNERSHIP AND DEDICATION:**  
 STATE OF ALABAMA )  
 COUNTY OF BALDWIN )  
 THIS IS TO CERTIFY THAT I THE UNDERSIGNED IS THE OWNER OF THE LAND SHOWN AND SUBDIVIDED AS INDICATED HEREON, FOR THE USES AND PURPOSE HEREIN SET FORTH AND DO HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE DESIGN AND TITLE HEREON INDICATED AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.  
 DATED THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

BJ BLANCHARD  
 BJ'S RESIDENTIAL PROPERTIES, LLC  
 1299 GREYSTONE CREST  
 BIRMINGHAM, AL 35242  
**ACKNOWLEDGEMENT OF NOTARY PUBLIC:**  
 STATE OF ALABAMA )  
 COUNTY OF BALDWIN )

I, \_\_\_\_\_, NOTARY PUBLIC IN AND FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT BJ BLANCHARD, WHOSE NAME AS MANAGING MEMBER OF BJ'S RESIDENTIAL PROPERTIES, IS SIGNED TO THE FOREGOING INSTRUMENT, AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT, BEING INFORMED OF THE CONTENT OF THE INSTRUMENT, AND AS SUCH OFFICER AND WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY FOR AND AS THE ACT OF SAID CORPORATION.  
 GIVEN UNDER MY HAND AND NOTARIAL SEAL  
 THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
 NOTARY PUBLIC \_\_\_\_\_

**CERTIFICATION BY SURVEYOR:**  
 STATE OF ALABAMA )  
 COUNTY OF BALDWIN )

I, MATTHEW KOUNTZ, A LICENSED SURVEYOR OF COUNTY, ALABAMA, HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY OF BJ'S RESIDENTIAL PROPERTIES, SITUATED IN BALDWIN COUNTY, ALABAMA AND DESCRIBED AS FOLLOWS:  
 THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, T-5-S, R-4-E.  
 AND THAT THE PLAT OR MAP CONTAINED HEREON IS A TRUE AND CORRECT MAP SHOWING THE SUBDIVISION INTO WHICH THE PROPERTY DESCRIBED IS DIVIDED GIVING THE LENGTH AND BEARINGS OF THE BOUNDARIES OF EACH LOT AND EASEMENT AND ITS NUMBER AND SHOWING THE STREETS, ALLEYS AND PUBLIC GROUNDS AND GIVING THE BEARINGS, LENGTH, WIDTH AND NAMES OF THE STREETS, SAID MAP FURTHER SHOWS THE RELATION OF THE LAND SO PLATTED TO THE GOVERNMENT SURVEY, AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED AT POINTS MARKED THUS (O) AS HEREON SHOWN.

I FURTHER CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.  
 GIVEN UNDER MY HAND AND SEAL AT \_\_\_\_\_, ALABAMA,  
 THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
 MATTHEW S. KOUNTZ, P.L.S.  
 ALABAMA REG. NO. 20359

**GEO SURVEYING, INC.**  
 PROFESSIONAL LAND SURVEYORS

129 CLUB DRIVE  
 FAIRHOPE, ALABAMA 36532  
 PHONE: 251-990-0815 FAX: 251-990-0866

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**BLACKWATER FARMS**  
 SUBDIVISION

PRELIMINARY / FINAL PLAT

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PROJECT NO:	19187	DATE:	04-02-2021	SCALE:	1" = 60'
DRAWN BY:	DMS	CHECKED BY:	MKS	FIELD WORK DATE:	10/23/2020
FIELD BOOK NO:	RGR3	SHEET	1	OF	1

**LEGEND**  
 P.P. = POWERPOLE  
 REC = RECORD  
 PL = PROPERTY LINE  
 CIP = COVERED PORCH  
 CONC = CONCRETE  
 ARC = ARC LENGTH  
 S/S = SURF SETTING  
 MH = MANHOLE  
 CATV = CABLE TELEVISION  
 + = MORE OR LESS  
 CALC = CALCULATED

## **Buford King**

---

**From:** Alfreda Jeffords  
**Sent:** Thursday, April 22, 2021 5:26 PM  
**To:** Buford King  
**Cc:** Jessie Parfait; Mary Booth  
**Subject:** RE: S-21047 Blackwater Farms Subdivision package

Buford,

The lots could apply for residential driveway permits if/when they build homes/buildings on the properties. Any additional land use changes would have to be reviewed to accommodate for additional runoff.

Let me know if you need further information.

Thanks,  
Weesie

---

**From:** Buford King  
**Sent:** Tuesday, April 20, 2021 10:31 AM  
**To:** Debra Ann. Morris < >; Alfreda Jeffords  
**Cc:** Matthew Brown < >; Jessie Parfait  
Mary Booth  
**Subject:** S-21047 Blackwater Farms Subdivision package

Deb/Wessie, good morning, I have a new subdivision case for you:

S-21047, Blackwater Farms Subdivision, a 5-lot subdivision along CR 85 east of Robertsdale in planning district 12, to be heard at the May 6<sup>th</sup> PC meeting, all digital files at this link:

Weesie you'll see that David Shumer provided a drainage narrative with his PE stamp. Four of the five lots are 1.6 acres +/- and the fifth lot is 12.62 acres +/- . The area that will contain the four 1.6 acre +/- lots is zoned RSF-1 to allow the smaller lot size.

Please provide any review comments you may have, and via e-mail copy you'll see when my review comments go to the engineer.

Thank you,

**J. Buford King, MPA, LEED AP**  
**Development Review Planner**  
**Baldwin County Planning and Zoning**  
**22251 Palmer Street**  
**Robertsdale, AL 36567**

COUNTY RD 85 S COUNTY RD 85 S

**RA**

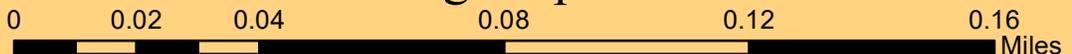
**Proposed Lots 1-4  
Re-Zoned to RSF-1 December 11, 2020**

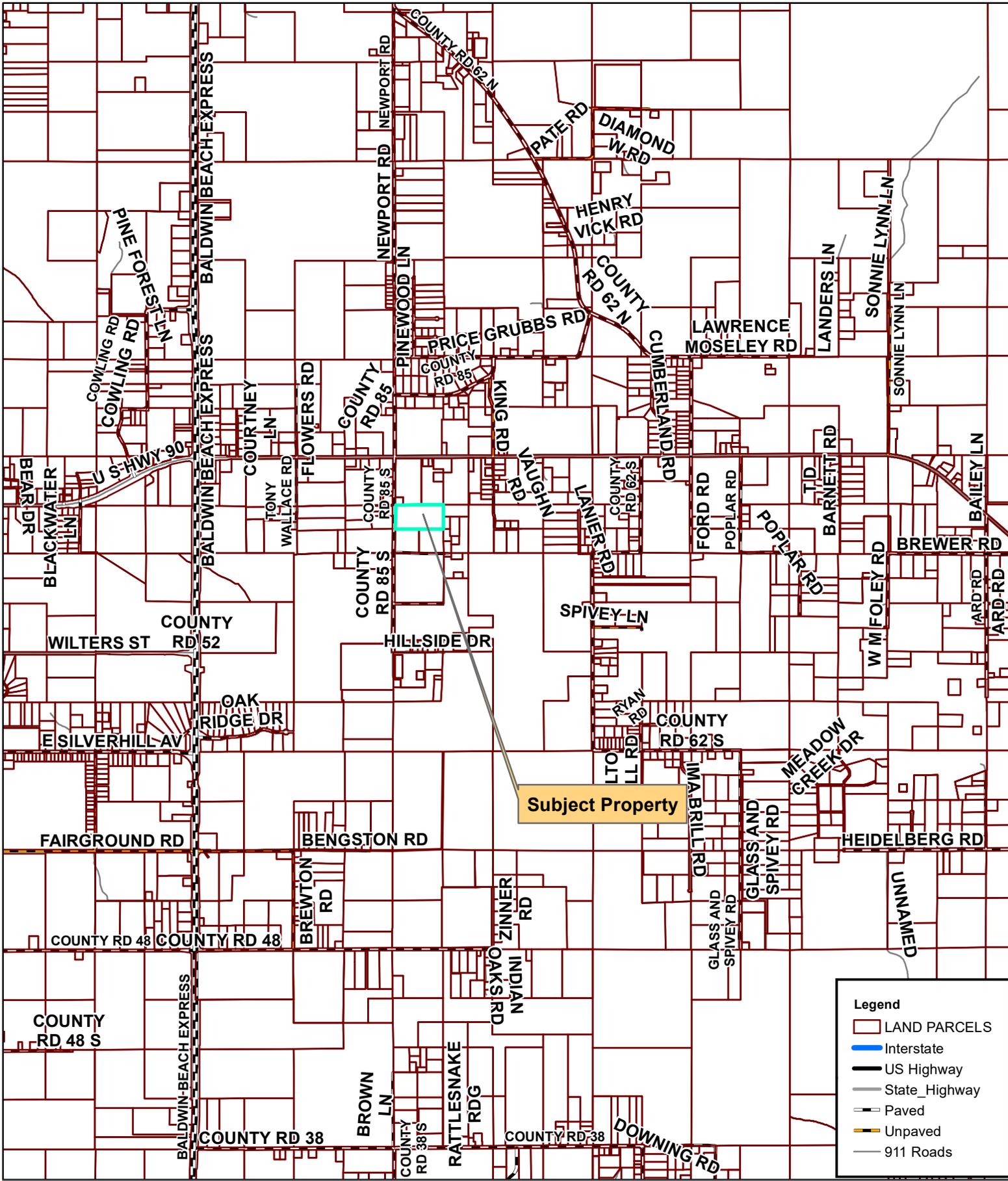
**RSF-1**

**Proposed Lot 5  
12.62 Acres +/-**



# S-21047 Blackwater Farms Subdivision Zoning Map

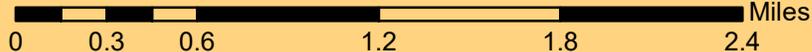




Subject Property

- Legend**
- LAND PARCELS
  - Interstate
  - US Highway
  - State Highway
  - Paved
  - Unpaved
  - 911 Roads

S-21047 Blackwater Farms Subdivision  
Vicinity Map



**From:** [Matthew Brown](#)  
**To:** [David Shumer](#); [Mary Booth](#)  
**Cc:** [sutley@gulftel.com](mailto:sutley@gulftel.com); [D Hart](#); [Celena Boykin](#)  
**Subject:** Re: Blackwater Farm  
**Date:** Friday, March 26, 2021 1:17:44 PM

---

Thank you. We have withdrawn.

Matthew Brown  
251-421-0423

---

**From:** David Shumer <david@bartoneng.com>  
**Sent:** Friday, March 26, 2021 12:23:06 PM  
**To:** 'Matthew Brown' <Matthew.Brown@baldwincountyal.gov>; 'Mary Booth' <MBOOTH@baldwincountyal.gov>  
**Cc:** sutley@gulftel.com <sutley@gulftel.com>; 'D Hart' <DHart@baldwincountyal.gov>; 'Celena Boykin' <Cboykin@baldwincountyal.gov>  
**Subject:** RE: Blackwater Farm

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

Based on my discussions with the owner he is wanting to withdraw the appeal and move forward with a five lot layout.

Thanks,

David  
251.689.3915

-----Original Message-----

From: Matthew Brown [<mailto:Matthew.Brown@baldwincountyal.gov>]  
Sent: Friday, March 26, 2021 11:25 AM  
To: David Shumer; Mary Booth  
Cc: sutley@gulftel.com; D Hart; Celena Boykin  
Subject: Re: Blackwater Farm

?David, I need some formal communication that the applicant is withdrawing his appeal. That probably needs to come in the form of an email from Mr. Sutley.?

---

From: David Shumer <david@bartoneng.com>  
Sent: Friday, March 26, 2021 10:51 AM  
To: Mary Booth  
Cc: Matthew Brown  
Subject: RE: Blackwater Farm

This message has originated from an External Source. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.  
At least the timing is working out.

I have been directed to revise the layout to five total lots with four frontage lots at ~1.6 acres to meet the frontage requirement. Should be able to have everything to you by next week. Will I need an updated title report/statement?

Thanks,

David  
251.689.3915

From: Mary Booth [<mailto:MBOOTH@baldwincountyal.gov>]  
Sent: Friday, March 26, 2021 10:10 AM  
To: David Shumer  
Cc: Matthew Brown  
Subject: RE: Blackwater Farm

David,

The Planning Commission shall not consider, for a period of 4 months, an application which has been disapproved. This was denied on January 7, 2021. Therefore, the earliest Planning Commission meeting this could be heard is May 6, 2021, and the deadline to submit a new application would be April 6, 2021, by noon.

Please let me know if you need anything further.

Thanks,

Mary Booth, CAPZO  
Subdivision Coordinator  
Baldwin County Planning and Zoning  
22251 Palmer Street  
Robertsdale, AL 36567  
\*Office: 251-580-1655  
\* E-Mail:

[mbooth@baldwincountyal.gov](mailto:mbooth@baldwincountyal.gov)<<https://gcc02.safelinks.protection.outlook.com/?url=http%3A%2F%2Fkegreen%40baldwincountyal.gov%2F&data=04%7C01%7C%7C3e720e2716c64bdfadb408d8f06f07bb%7Ca1dbbb3c47f8420e932cbb4942e61768%7C0%7C0%7C637523706950456779%7CUnknown%7CTWFpbGZsb3d8eyJWljoIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJB>  
Til6Ik1haWwiLCJXVCI6Mn0%3D%7C1000&sdata=f3ZYWRe9CRJs1joIJ6VaGvY%2BoN6CiAei1Y%2BAU21xRYQ%3D&reserved=0>

From: David Shumer <[david@bartoneng.com](mailto:david@bartoneng.com)>  
Sent: Friday, March 26, 2021 9:13 AM  
To: Mary Booth <[MBOOTH@baldwincountyal.gov](mailto:MBOOTH@baldwincountyal.gov)>  
Subject: Blackwater Farm

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

Mary,

What would the earliest submittal date be to resubmit for the Planning Commission (time between a denial and new layout submittal)? If we reduce to five (5) total lots could we submit in April for the May meeting?

Thanks,

David M. Shumer, P.E.  
Barton & Shumer Engineering, LLC  
3213 Midtown Park S  
Mobile, AL 36606  
251.689.3915

- **E-911 has recommended the subdivision be renamed as proposed name poses a public safety risk and possibly delay in response times.**
- **A wetland delineation is being updated to identify any potential wetlands.**
- **The drainage narrative will need to be updated accordingly.**

**h.) CASE S-21008 HOLLINGER RIDGE DEVELOPMENT PERMIT APPROVAL**

Mary Booth presented the application for development permit approval for a 3-lot subdivision on approximately 128.03 acres. The subject property is located on the east side of Brady Road north of Dunbar in the Wilcox area. The property is zoned RA in Planning District 12. Mrs. Booth reported recommendation of approval by staff contingent upon a revision to the preliminary plat being addressed prior to final plat approval.

Randal Tillman was present to represent the applicant. There was no one present in opposition.

Bonnie Lowery made a motion to approve the request. Daniel Nance seconded the motion. All members voted aye. **Motion to approve Case S-21008 Hollinger Ridge Development Permit Approval contingent upon the deficiency listed below being addressed prior to final plat approval carries on a vote of 6-0.**

- **Parcel 001.007 which is owned by the owners/applicants has direct access to Brady Road and will not be subdivided. An ingress/egress easement will extend access to Lots 1, 2 and 3 which will comply with current subdivision regulations.**

**i.) CASE S-21005 BLACKWATER FARM SUBDIVISION DEVELOPMENT PERMIT APPROVAL**

Mary Booth presented the application for development permit approval for a 6-lot subdivision on approximately 19.06 acres located east of County Road 85 South, south of US Highway 90 in the Elsanor area. The subject property is zoned RSF-1 and RA in Planning District 12. Mrs. Booth reported no deficiencies and recommendation of approval by staff.

David Shumer was present to represent the applicant and answer questions. Roman Bonner and James Hovark spoke in opposition. Counselor Fleming and Mrs. Boykin explained the Re-zoning of the property.

Daniel Nance made a motion to deny the request. Bonnie Lowery seconded the motion. Steve Pumphrey voted nay. All other members voted aye. **Motion to deny Case S-21005 Blackwater Farm Subdivision Development Permit Approval carries on a vote of 5-1.**

**j.) CASE S-21002 CARMEL FLATS FINAL SITE PLAN APPROVAL**

Mary Booth presented the application for final site plan approval for a 242 unit Planned Development on approximately 20.24 acres located on the south side of Twin Beech Road at Thompson Hall Road in the Fairhope area. The property is unzoned in Planning District 17.

BJ's Residential Properties, LLC  
1299 GREYSTONE CREST  
BIRMINGHAM, ALABAMA 35242

JUNE 9, 2021

BALDWIN COUNTY PLANNING AND ZONING DEPARTMENT  
22251 Palmer Street  
Robertsdale, Alabama 36567

Re: Case 5-21047  
Blackwater Farm Subdivision  
Identification No. 05-41-07-35-0-000-039.001

Baldwin County  
Administration Department  
Received: June 10, 2021  
By: B. Pate 9:18AM  
hand delivered

To Whom It May Concern:

BJ's Residential Properties, LLC hired Barton Shumer Engineering to request a portion of a large tract of property to be rezoned RSF-1 (including the highway front 4 lot) and leaving the rear acreage RA. This was reviewed/approved as compliant by the planning and zoning staff on December 11, 2020.

At the Planning Commission meeting the county staff recommended approval based on the application's compliance with the Baldwin County Zoning and Planning regulations. In fact, the plan exceeds the criteria of the subdivision regulations and zoning ordinance. Engineering provided drainage calculation as part of the drainage analysis report which was reviewed and approved by the County's staff engineer.

The purpose of this appeal is the unwarranted denial by the Commission:

The neighbors who spoke gave no legal reason based in the Baldwin County regulations they simply referred to water runoff as a possibility. They do not want a subdivision. Not wanting a subdivision is not a justifiable reason for denial.

Roman Bonner subdivided and rezoned his R/A property on the south west corner to RSF-1 in 2019. He sold to Mr. Gene Hinote who promptly put a mobile home on it with the entrance on the north side of the property next to Mr. Bonner's land. This parcel borders my property on my northside (PPIN 382723).

Please note the elevation of Highway 85 south off Highway 98 is in excess of 15' running south to two 30 inch culverts. After any drainage water passes under Hwy 85 it drains to the west. My 4 lots all slope to the south, not towards either the Bonner or the Hinote pieces.

During the Planning Commission meeting, and despite the facts of the land sloping south of Mr. Hinote expressed concern that my subdivision would cause erosion to his driveway on the north side of his lot even though all of my property is south of Mr. Hinote's. The contour of the proposed 4 lot subdivision drains straight south. Any driveway entrance erosion, is coming from the Bonner property.

Please note that Mr. Roman Bonner tried to prejudice a fair hearing by mentioning the following during the Planning Commission public hearing:

**Mr. Blanchard lives in Birmingham and does not care about Baldwin County.**

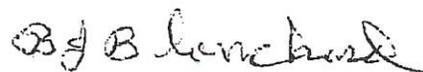
I have had six residences over the last 30 years in Baldwin County. I currently have a home at 951 Sea Cliff Drive in Fairhope. I have always had a home and numerous investment properties in Baldwin County. I have my fulltime office located at 19653-A State Highway 59. I have had 8 full time employees for the past 22 years in Baldwin County. My wife and I and associated LLCs pay property taxes on 100 plus properties in Baldwin County. I currently employ 2 Baldwin County subcontractors performing work on 4 ongoing projects in Baldwin County. I spend a significant part of my time living and working in Baldwin County and doing planning and building with my Baldwin County office, lawyers, engineers, subcontractors and other professionals.

I consider myself a good, hard working citizen. I have donated the property the Chamber of Commerce building sits on in Robertsdale. I recently donated property on Lipscomb Road off Highway 98 in Magnolia Springs for paving, not because I don't care, but because I do.

Please find attached pictures of Mr. Hinote's land and home after Bonner subdivided and rezoned it. I have also included a letter from a real estate agent in Robertsdale from whom I purchased the property through. The letter explains communications with Mr. Bonner after my purchase which should give you some idea of the true motivations to the opposition to what we are trying to do. Also attached is a letter from J. E. Hamlin who performed perk tests on the property once it was administratively approved for RSF-1.

I plan on being at the meeting you have set should you have any questions or want any comment.

Sincerely,

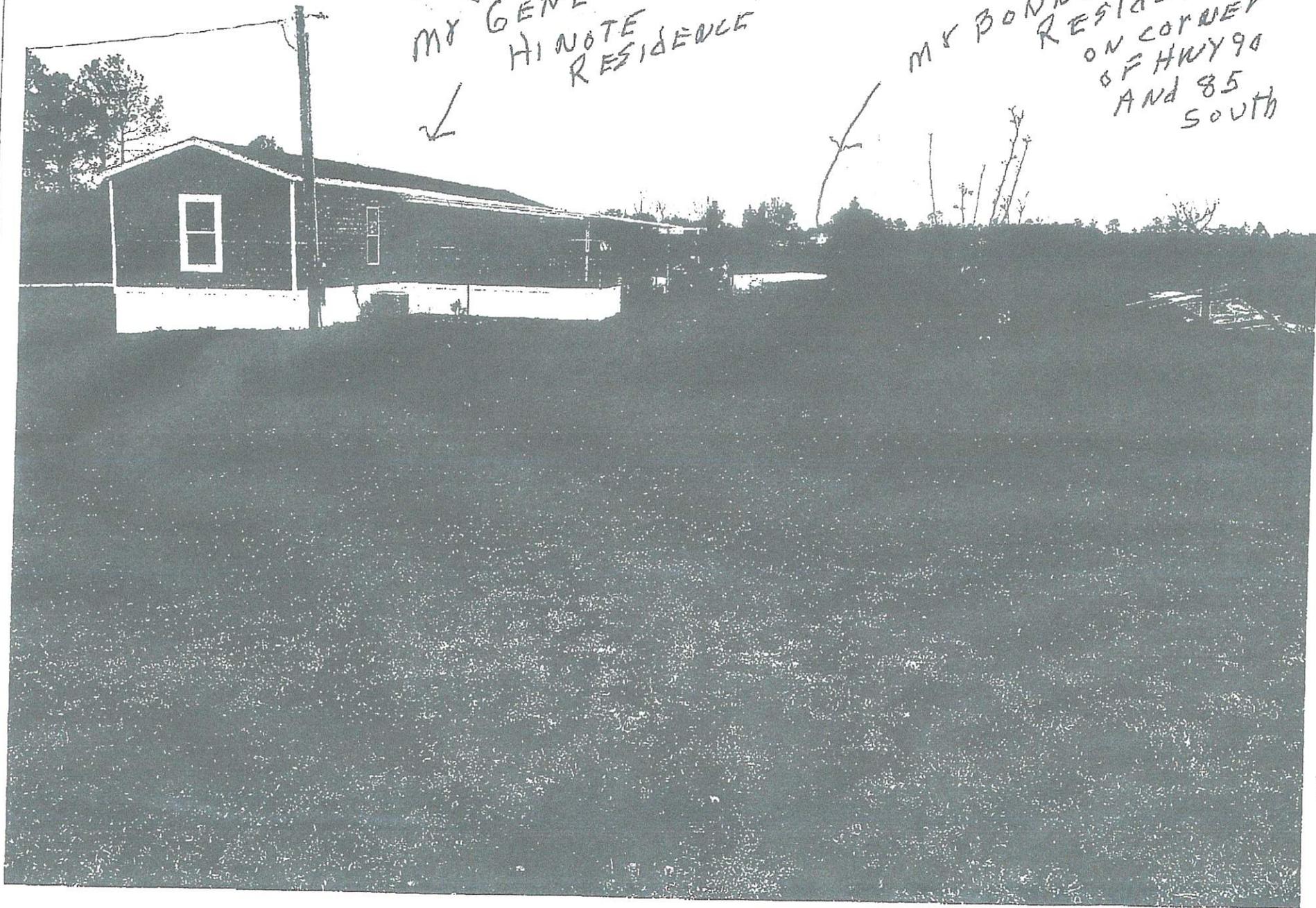


B. J. Blanchard

PLEASE NOTE ENTRANCE IS ON NORTH SIDE

OF ↓  
MY GENE  
HI NOTE  
RESIDENCE ↓

MR BONNER  
RESIDENTS  
ON CORNER  
OF HWY 90  
AND 85  
SOUTH





MY BOWSER  
 REZONED  
 MY HINATE  
 LOT FROM RA  
 -OR SF-1  
 AND SOLD  
 4-19-19

ROMAN BOWSER  
 PROPERTY  
 MY GENE  
 HINATE LOT

Subject Site

June 8, 2021

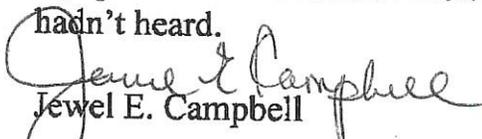
A couple of years ago BJ Blanchard was looking for property and I told him about a piece of land on 85 S that I had seen and called the agent and got a price for him, but he wasn't interested at that time. Fast forward and he is looking for land and I told him he should re-visit the piece on 85 S it was very pretty, but I couldn't remember what they had been asking price wise and the sign was gone. I called Roman Bonner and asked him had it sold, and he said "No, no one would pay what she was asking."

So, I looked up on the tax record to see who owned the land and could not find their phone number, but the middle name was Novak, so I called Anthony Novak and he gave me his cousins phone number. I called she told me what she wanted for the land, I told BJ and he bought it. After the sale closed BJ called me and asked if I would call and see who owned the farm equipment on the property and let them know he had bought the property and they could come get the equipment. I called Roman and he said the equipment belonged to Bruce and he didn't care what happened to it and he went into a cussing tirade at me and said I could tell BJ he would never be able to subdivide that property or put trailers on it he would see to that.

He was going to put signs up and get a petition started it would never happen. I said Roman he was just trying to be nice about the equipment why are you so upset. You just divided your property right next to his and let them put a mobile home on it.

He said he didn't like me anymore and don't ever call him again. So, I called Kathy Foley because I didn't have Bruce's phone number and told her about the equipment and Roman.

She said Bruce was out of town, but he would get the equipment off the land as soon as he got home. I guess he did I hadn't heard.

  
Jewel E. Campbell  
251-747-5601

J. E. Hamlin  
Professional Engineer  
14200 South Blvd.  
Silverhill, Al. 36576

March 1, 2021

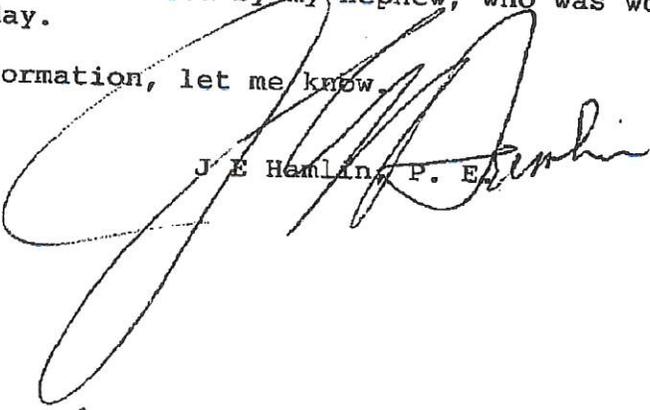
B J Blanchard and to whom else it may concern:

Re; Property on Co. Rd. 85 south of U S 90  
I have had encounters with Mr. Bonner twice:

1. He came out to what is now Mr. Blanchard's property and wanted to know what I was doing on property that he owned. He did not come on the property that time.
2. I was digging soil borings, part of the procedure of doing perc tests, and he again came out and told me that I could not proceed with things relative to dividing this property because the zoning would not allow it. I told him, after he had walked about 60-80' onto Mr. Blanchard's property, that he was trespassing. He immediately left. This happened on 12/10/20 and was witnessed by my nephew, who was working with me for the day.

If you need further information, let me know.

J. E. Hamlin, P. E.



BALDWIN COUNTY PLANNING & ZONING COMMISSION

VOTING SHEET

Case# S-21047

Blackwater Farms Subdivision

Development Permit Approval

5/6/2021

Motion: MOTION TO DENY

Made by: JASON PADGETT

Motion Seconded by: GREG SEIBERT

MEMBER	IN FAVOR OF MOTION MADE	OPPOSED TO MOTION MADE
Steven Pumphrey	-	
Daniel Nance	A	
Brandon Bias	A	
Bonnie Lowry	A	
Robert Davis		X
Plumer Tonsmeire	A	
Jason Padgett	X	
Michael Mullek	RECUSE	
Greg Seibert	X	

MOTION TO DENY CARRIES ON A VOTE OF 2-1

RECOMMENDED TO DENY BECAUSE RESIDENTS IN THE AREA DO NOT FEEL COMFORTABLE WITH THE DEVELOPMENT.



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0941, **Version:** 1

**Item #:** EA1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/15/2021

**Item Status:** New

**From:** Cian Harrison, Clerk/Treasurer

Eva Cutsinger, Accounting Manager

**Submitted by:** Robin Benson, Accounts Payable Supervisor

---

### **ITEM TITLE**

Payment of Bills

### **STAFF RECOMMENDATION**

Pay bills totaling 19,524,814.65 (nineteen million, five hundred twenty-four thousand, eight hundred fourteen dollars and sixty-five 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, \$9,789,965.18 (nine million, seven hundred eighty-nine thousand, nine hundred sixty-five dollars and eighteen cents) is payable to the Baldwin County Board of Education and \$607,309.67 (six hundred seven thousand, three hundred nine dollars and sixty-seven 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 15, 2021

<u>Vendor Name</u>	<u>Amount</u>	<u>Brief Description</u>
Baldwin County Board of Education	8,342,803.77	Sales Tax
	1,447,161.41	Use Tax
Gulf Shores Board of Education	502,611.60	Sales Tax
	104,698.07	Use Tax
Regions Bank Corp Trust	69,524.89	2012 Warrant; May 2021
	136,890.62	2013 Warrant; May 2021
	36,541.99	2014 Warrant; May 2021
	219,208.34	2015 Warrant; May 2021
	537.69	2015 Warrant; EIC
	210,470.83	2020 Warrant; May 2021
	91,949.05	2020B Warrant; May 2021
Crowdergulf, LLC	5,891,515.31	CAT A Debris Clearance
Baldwin County General Fund	479,559.74	FY21 Indirect Support; Oct 2020-June 2021
Ingram Signalization, Inc.	201,257.50	Contract Sevices; Hwy
Coastal Alabama Community College	173,520.84	Sales Tax
Ammons & Blackmon Construction, Inc.	108,690.03	Contract Sevices; Hwy
District Attorney's Office	81,645.00	4th Qtr FY21 Appropriations
	35,751.73	Sales Tax
The Bridge, Inc.	78,734.00	Juvenile Court; Apr - June 2021
Blackbox Network Services	74,463.80	UH 4000 Maintenance & Support
Baldwin Youth Services	71,548.78	Sales Tax
Partners Managing General Underwriters	62,973.72	Stop Loss Coverage
Newell & Bush, Inc.	61,568.03	Contract Sevices; Hwy
Hosea O Weaver & Son, Inc.	58,925.26	Road Building Materials
South Alabama Regional	53,104.61	Temporary Labor
Pope Contracting, Inc.	52,996.46	Contract Sevices; Hwy
Baldwin County Sheriff's Office	47,914.65	School Resource Officers
	689.00	Juvenile Meals; Apr 2021
Keet Consulting Services, LLC	48,300.00	GIS Support Services
Thompson Tractor Co.	33,365.44	Repair and Maintenance
	12,189.99	Cat Dozer Rental; S/W
Atla Pointe Health Systems, Inc.	42,120.00	Cigarette Tax; May 2021
Otto Environmental Systems, Inc.	37,610.28	96 Gallon Garbage Cans; S/W
McElhenney Construction Co., LLC	32,342.10	Contract Sevices; Hwy
Juvenile Detention Facility	31,953.11	Cigarette Tax; May 2021
Baldwin County Economic Development Alliance	25,389.34	Sales Tax
Stone Crosby, PC	24,208.35	Legal Sevices; Apr 2021
Vulcan Materials Co.	20,427.40	Road Building Materials
<b>TOTAL</b>	<b>19,005,162.73</b>	

**Baldwin County Commission  
Accounts Payable Payments  
June 15, 2021**

Vendor Summary	Totals
1 4IMPRINT INC	790.06
2 A & M PORTABLES INC	5,018.00
3 A GRAND AFFAIR	975.00
4 ACCURATE CONTROL EQUIPMENT	449.95
5 AIRGAS USA LLC	63.76
6 AL DEPT OF EXAMINERS OF PUBLIC ACCOUNTS	3,835.20
7 AL STATE DEPT OF REVENUE	7.50
8 AL STATE DEPT OF TRANSPORTATION	972.75
9 ALABAMA AUTO SERVICE CENTERS INC	2,848.80
10 ALABAMA COASTAL RADIOLOGY PC	639.53
11 ALTA POINTE HEALTH SYSTEMS INC	42,120.00
12 AMMONS & BLACKMON CONSTRUCTION INC	108,690.03
13 ANDREW'S DIESEL & AUTOMOTIVE REPAIR	3,734.17
14 ANU K GARY	40.04
15 ARLENE SWARTZWELDER	3.20
16 AUTO ZONE	2,523.99
17 B&H PHOTO & ELECTRONICS CORP	829.95
18 BALDWIN CNTY BOARD OF EDUCATION	9,789,965.18
19 BALDWIN CNTY ECONOMIC DEVELOPMENT ALLIANCE	25,389.34
20 BALDWIN CNTY FAMILY VIOLENCE PROJECT	2,178.63
21 BALDWIN CNTY GENERAL FUND	479,559.74
23 BALDWIN CNTY HUMAN RESOURCES DEPT	726.21
24 BALDWIN CNTY JUDGE OF PROBATE	36.00
25 BALDWIN CNTY SHERIFF'S BOYS RANCH	2,178.63
26 BALDWIN CNTY SHERIFF'S OFFICE	48,603.65
27 BALDWIN COUNTY VICTORY POLARIS LLC	150.00
28 BALDWIN FEED AND SEED LLC	87.00
29 BALDWIN TRACTOR & EQUIPMENT CO	1,791.14
30 BALDWIN YOUTH SERVICES	71,548.78
31 BAY AREA PRINTING & GRAPHIC SOLUTIONS	713.40
32 BAY MINETTE BUILDING SUPPLY	300.65
33 BAY MINETTE YOUTH PROGRAM	2,178.63
34 BAY PEST CONTROL COMPANY INC.	619.50
35 BAY SIDE RUBBER & PRODUCTS	3,920.09
36 BAY UTILITY TRAILERS INC	110.00
37 BEARD EQUIPMENT	5,986.42
38 BEHAVIORAL HEALTH SYSTEMS INC	90.00
39 BLACKBOX NETWORK SERVICES	74,463.80
40 BLACKLIDGE EMULSIONS INC	3,240.00
41 BLOSSMAN GAS INC	60.20
42 BOB BARKER CO INC	285.00

**Baldwin County Commission  
Accounts Payable Payments  
June 15, 2021**

Vendor Summary	Totals
43 BRANDY BYRD	44.75
44 BRENDA WALZ	96.82
45 BUILDERS HARDWARE & SUPPLY CO.	746.72
46 C R PATE LOGGING, INC	14,454.00
47 CAPITAL VOLVO TRUCK & TRAILER	3,180.36
48 CARE HOUSE INC	5,446.55
49 CDW - GOVERNMENT, INC	2,987.02
50 CHARM-TEX INC	978.80
51 CHUCK STEVENS AUTO INC	747.47
52 CHUCK STEVENS CHEVROLET OF BAY MINETTE	2,636.31
53 CINDY HABER CENTER INC	9,077.59
54 CINTAS CORPORATION NO 2	8,148.43
55 CINTAS FIRST AID & SAFETY	200.55
56 CITY OF DAPHNE YOUTH PROGRAM	2,178.61
57 CITY OF FAIRHOPE YOUTH PROGRAM	2,178.63
58 CITY OF FOLEY YOUTH PROGRAM	2,178.63
59 COASTAL ALABAMA COMMUNITY COLLEGE	173,520.84
60 COASTAL BRT, LLC	2,975.00
61 COCA COLA BOTTLING CO CONSOLIDATED	1,015.20
62 COPY PRODUCTS COMPANY	80.00
63 CORPORATE BILLING	1,434.12
64 CORPORATE BILLING INC	3,265.20
65 COUNSELMAN AUTOMOTIVE RECYCLING LLC	100.00
66 COWIN EQUIPMENT CO	2,135.80
67 CRITTER GITTER PEST CONTROL	125.00
68 CROWDERGULF, LLC	5,891,515.31
69 DADE PAPER & BAG CO	3,057.68
70 DAVID B PIMPERL	1,275.00
71 DAVISON OIL COMPANY INC	1,065.86
72 DAWN HOUSE	2,178.63
73 DEANNA VICICH COX	450.00
74 DEL CITY	309.80
75 DELTA COMPUTER SYSTEMS INC	7,768.00
76 DENNIS ALUMINUM PRODUCTION	640.00
77 DISTRICT ATTORNEY'S OFFICE	117,396.73
78 DIVERSIFIED COMPUTER SERVICES LLC	750.00
79 DOERING TIRE INC	76.34
80 DONNA J HIGGINBOTHAM	8.00
81 ELANCO US, INC	996.13
82 ELKINS EARTHWORKS, LLC	12,985.73
83 EMPIRE TRUCK SALES INC	657.62

**Baldwin County Commission  
Accounts Payable Payments  
June 15, 2021**

Vendor Summary	Totals
84 EMPLOYMENT SCREENING SERVICES INC	383.90
85 EQUIPMENT SALES CO	9,428.96
86 ETOWAH CHEMICAL SALES & SERVICE	1,912.50
87 EXPRESS OIL CHANGE	110.04
88 FEDEX	246.35
89 FERGUSON ENTERPRISES INC	271.65
90 FLOYDS EXHAUST & PERFORMANCE ACCESSORIES	907.01
91 FREEMAN COLLISION CENTER LLC	150.00
92 G & J'S POWER EQUIPMENT INC	505.98
93 G T MICHELLI SCALES	3,037.62
94 GALL'S LLC	2,621.50
95 GCIS SUPPLY CO INC	498.50
96 GENERAL MACHINERY CO INC	1,757.15
97 GEOCON ENGINEERING & MATERIAL TESTING INC	7,097.00
98 GILMORE SERVICES	19.76
99 GSP MARKETING INC	10,346.14
100 GULF COAST BUILDING SUPPLY & HARDWARE	216.50
101 GULF COAST COMMERCIAL MULTIPLE LISTING	132.00
102 GULF SHORES BOARD OF EDUCATION	607,309.67
103 HEATHER ANN PLATO	164.64
104 HELEN WALTON	34.16
105 HERITAGE-CRYSTAL CLEAN LLC	1,774.25
106 HIGHLAND TECHNICAL SERVICES INC	8,627.68
107 HI-LINE	1,413.88
108 HILL'S PET NUTRITION INC	416.00
109 HOSEA O WEAVER & SON INC	58,925.26
110 HUNTER SECURITY INC	3,650.00
111 HYDRA SERVICE INC	240.00
112 IAN HANTZ	154.70
113 INDUSTRIAL BOILER & MECHANICAL COMPANY	645.00
114 INGENUITY INC	4,000.00
115 INGRAM EQUIPMENT LLC	9,199.20
116 INGRAM SIGNALIZATION INC	201,257.50
117 INTERNATIONAL MUNICIPAL SIGNAL ASSN	4,195.00
118 INTERSTATE BILLING SERVICE INC	4,548.27
119 IRMA VAUTRIN	21.28
120 J&R SYSTEM INTEGRATION LLC/SECURITY 101	3,517.41
121 JAMES P NIX JR	4,133.34
122 JANI KING OF MOBILE	346.45
123 JANNA J. HEARN	9.60
124 JAZZY CLEAN JANITORIAL	548.86

**Baldwin County Commission  
Accounts Payable Payments  
June 15, 2021**

Vendor Summary	Totals
125 JOHNSON WELL DRILLING LLC	85.00
126 JOHNSON, JAMES B	7,758.77
127 JUVENILE DETENTION FACILITY	31,953.11
128 KAREN L PRINCE	4.00
129 KEET CONSULTING SERVICES LLC	48,300.00
130 KENDEL HENDERSON	117.60
131 KEYPORT WAREHOUSING INC	390.00
132 LARRY E BEAUCHAMP	94.40
133 LFG SPECIALTIES, LLC	4,185.38
134 LIFESTAR ALTERNATIVE TRANSPORT SVC, LLC	4,700.00
135 LILLIE H ARD	4.80
136 LISA A. HOBART, LLC	12,358.14
137 LORI G RUFFIN	330.00
138 LOWE'S - DAPHNE	1,500.94
139 LOWE'S - FOLEY	3,222.63
140 LYLE MACHINERY CO	119.22
141 MAGNOLIA EQUIPMENT RENTAL, LLC	2,000.00
142 MARY K WHITE	38.08
143 MCELHENNEY CONSTRUCTION CO LLC	32,342.10
144 McGRIFF TIRE CO INC	12,559.40
145 MCPHERSON OIL CO INC/DBA FUELMAN	3,091.18
146 MOBILE ASPHALT CO LLC	18,643.07
147 MOBILE BAY OVERHEAD DOOR INC	925.00
148 MO'S TOWING, LLC	555.00
149 MOTT MACDONALD CONSULTANTS, INC.	5,000.00
150 MOYER FORD SALES INC	197.84
151 MWI ANIMAL HEALTH	1,756.20
152 NELL CALLOWAY	7.60
153 NELLIE WALKER	8.00
154 NELSON MFG CO	289.95
155 NEW DAIRY OPCO, LLC DBA BORDEN DAIRY	158.21
156 NEWELL & BUSH INC	61,568.03
157 NINA L CLARK	50.40
158 NOTARY PUBLIC UNDERWRITERS	188.00
159 ONE CUT GLASS, LLC	555.00
160 ONETIME-REFUND	1,213.24
161 OPC NEWS, LLC	840.48
162 ORACLE USA INC	1,248.50
163 O'REILLY AUTO PARTS	2,953.27
164 OTTO ENVIRONMENTAL SYSTEMS	37,610.28
165 OZARK MATERIALS LLC	6,879.60

**Baldwin County Commission  
Accounts Payable Payments  
June 15, 2021**

Vendor Summary	Totals
166 PAMELA M PUGH	29.40
167 PAM'S EMBROIDERY & SEWING	502.50
168 PARTNERS MANAGING GENERAL UNDERWRITERS	62,973.72
169 PAULA BONNER	96.32
170 PETROLEUM TRADERS CORPORATION	17,237.06
171 PNC BANK	6,617.16
172 POPE CONTRACTING INC	52,996.46
173 POWER SYSTEMS OF MS	1,010.00
174 QUICK CAPTION INC	350.00
175 RACINE'S FEED GARDEN & SUPPLY INC	863.20
176 REGIONS BANK CORP TRUST	765,123.41
177 REPUBLIC SERVICES #986	1,209.00
178 REVENUE SOLUTIONS INC	1,160.00
179 ROBERT BARNETT	106.50
180 ROBERTSDALE AUTO PARTS INC	2,296.17
181 ROBERTSDALE POWER EQUIPMENT	33.47
182 S & S SPRINKLER CO LLC	1,005.00
183 SALESSOURCE INTERNATIONAL	628.00
184 SANDY SANSING FORD	2,555.45
185 SDAC	3,200.00
186 SERVICEMASTER ACTION CLEANING	2,247.00
187 SHEILA PROPP	3.20
188 SHERWIN WILLIAMS - SPANISH FORT	707.06
189 SHERWIN-WILLIAMS - US HWY 98/FOLEY	38.15
190 SHORELINE ENVIRONMENTAL INC	100.00
191 SILVER, VOIT & GARRETT ATTORNEYS AT LAW, PC	963.41
192 SOFTWARE HOUSE INT dba SHI	990.40
193 SOUTH ALABAMA REGIONAL	53,104.61
194 SOUTHDATA INC	1,046.18
195 SOUTHERN FIRE & SAFETY INC	265.00
196 SPANISH FORT PAINTING & CONST. LLC	10,608.00
197 STAPLES CONTRACT & COMMERCIAL INC	7,748.17
198 STEELFUSION CLINICAL TOXICOLOGY LAB, LLC	700.00
199 STONE CROSBY PC	24,208.35
200 SUBURBAN PROPANE	822.17
201 SUNSOUTH LLC	768.86
202 SUSAN M ANOLES	30.40
203 SWAGIT PRODUCTIONS LLC	1,250.00
204 SWEAT TIRE - BAY MINETTE	488.06
205 SWEAT TIRE - ROBERTSDALE	431.56
206 TAX MANAGEMENT ASSOCIATES INC	750.00

**Baldwin County Commission  
Accounts Payable Payments  
June 15, 2021**

<b>Vendor Summary</b>	<b>Totals</b>
207 TAYLOR'S TOWING	250.00
208 TERRY V GREEN	4.00
209 TESSCO TECHNOLOGIES	1,272.40
210 TETRA TECH, INC.	14,169.75
211 THE BRIDGE INC	78,734.00
212 THE PARTS HOUSE	3,208.24
213 THE PRINT SHOP	3,015.80
214 THOMPSON TRACTOR CO	45,555.43
215 TONY'S TOWING INC	750.00
216 TRACTOR & EQUIPMENT	8,025.70
217 TRANE-MOBILE PARTS CENTER	5,424.97
218 TRANSUNION RISK & ALTERNATIVE	503.80
219 TREA VOR THICKLEN	144.20
220 TSA INC	205.00
221 TWO-WAY COMMUNICATIONS INC	5,583.33
222 TYLER TECHNOLOGIES, INC.	7,900.00
223 ULINE INC	773.55
224 VIA MOBILITY, LLC	16,500.00
225 VOLKERT INC	16,028.20
226 VULCAN MATERIALS CO	20,427.40
227 VULCAN SIGNS	10,325.52
228 W H THOMAS OIL CO INC	2,771.25
229 W W GRAINGER	13,299.64
230 WAL-MART SUPERCENTER	367.07
231 WARD INTL TRUCKS	1,101.06
232 WASTE PRO OF FLORIDA	231.25
233 WESCO	227.92
234 WESCO GAS & WELDING SUPPLY	297.20
235 WESCO RECEIVABLES CORP	5,730.23
236 WEST GROUP PAYMENT CENTER	1,174.24
237 WILLIAMS SCOTSMAN INC	677.00
238 WILMA L JAYJOHN	36.80
239 WILSON'S SERVICE CENTER	185.00
240 WM CORPORATE SERVICES, INC.	1,428.15
241 WOLFE-BAYFIEW FUNERAL HOMES & CREM, INC	395.00
242 WRIGHTS MOTOR PARTS INC	1,182.82
243 XEROX CORP	281.05
<b>Grand Total</b>	<b>19,524,814.65</b>

INVOICE ENTRY PROOF LIST

CLERK: RBENSON		BATCH: 687		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	8967 6072021		BE061521	9,789,965.18	.00	.00	9205856
CASH 999	2021/09	INV 06/07/2021	SEP-CHK: N	DISC: .00		100 23100	8,342,803.77	1099:
ACCT 10010	DEPT 555	DUE 06/15/2021	DESC:SALES/USE TAX			100 23101	1,447,161.41	1099:
1 APPROVED PAID INVOICES				TOTAL	9,789,965.18			
1 INVOICE(S)				REPORT POST TOTAL	9,789,965.18			

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 688		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	8968 6072021		GS061521	607,309.67	.00	.00	9205857
CASH 999	2021/09	INV 06/07/2021	SEP-CHK: N	DISC: .00	100 23110	502,611.60	1099:
ACCT 10010	DEPT 555	DUE 06/15/2021	DESC:SALES/USE TAX		100 23111	104,698.07	1099:
1 APPROVED PAID INVOICES				TOTAL	607,309.67		

1 INVOICE(S)			REPORT POST TOTAL	607,309.67			
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INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 685		DOCUMENT		NEW INVOICES				
VENDOR	REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES								
4095	00000 JOHNSON, JAMES B	8910 JUNE 2021		M061521A	7,758.77	.00	.00	9205847
CASH 999	2021/09	INV 06/04/2021	SEP-CHK: N	DISC: .00		10052100 51190	7,758.77	1099:
ACCT 10010	DEPT 555	DUE 06/15/2021	DESC:RETIREMENT; JUN 2021					
191564	00000 JAMES P NIX JR	8911 JUN 2021		M061521A	4,133.34	.00	.00	9205848
CASH 999	2021/09	INV 06/04/2021	SEP-CHK: N	DISC: .00		10051600 51190	4,133.34	1099:
ACCT 10010	DEPT 555	DUE 06/15/2021	DESC:SUPERNUMERARY; JUN 2021					
123781	00000 REGIONS BANK COR	8912 6012021; 2012		M061521A	69,524.89	.00	.00	9205849
CASH 999	2021/09	INV 06/04/2021	SEP-CHK: N	DISC: .00		304 11500	69,524.89	1099:
ACCT 10010	DEPT 555	DUE 06/15/2021	DESC:2012 WARRANT; JUN 2021					
123781	00000 REGIONS BANK COR	8913 6012021; 2013		M061521A	136,890.62	.00	.00	9285850
CASH 999	2021/09	INV 06/04/2021	SEP-CHK: N	DISC: .00		304 11500	136,890.62	1099:
ACCT 10010	DEPT 555	DUE 06/15/2021	DESC:2013 WARRANT; JUN 2021					
123781	00000 REGIONS BANK COR	8914 6012021; 2014		M061521A	36,541.99	.00	.00	9205851
CASH 999	2021/09	INV 06/04/2021	SEP-CHK: N	DISC: .00		304 11500	36,541.99	1099:
ACCT 10010	DEPT 555	DUE 06/15/2021	DESC:2014 WARRANT; JUN 2014					
123781	00000 REGIONS BANK COR	8915 5032021; 2015 EIC		M061521A	537.69	.00	.00	9205852
CASH 999	2021/09	INV 06/04/2021	SEP-CHK: N	DISC: .00		304 11500	537.69	1099:
ACCT 10010	DEPT 555	DUE 06/15/2021	DESC:2015 WARRANT; MAY EIC					
123781	00000 REGIONS BANK COR	8916 6012021; 2015		M061521A	219,208.34	.00	.00	9205853
CASH 999	2021/09	INV 06/04/2021	SEP-CHK: N	DISC: .00		304 11500	219,208.34	1099:
ACCT 10010	DEPT 555	DUE 06/15/2021	DESC:2015 WARRANT; JUN 2021					
123781	00000 REGIONS BANK COR	8917 6012021; 2020		M061521A	210,470.83	.00	.00	9205854
CASH 999	2021/09	INV 06/04/2021	SEP-CHK: N	DISC: .00		304 11500	210,470.83	1099:
ACCT 10010	DEPT 555	DUE 06/15/2021	DESC:2020 WARRANT; JUN 2021					

INVOICE ENTRY PROOF LIST

CLERK: RBENSON		BATCH: 685		NEW INVOICES				
VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
123781	00000 REGIONS BANK COR	8918 6012021; 2020B		M061521A	91,949.05	.00	.00	9205855
CASH 999	2021/09	INV 06/04/2021	SEP-CHK: N	DISC: .00		304 11500	91,949.05	1099:
ACCT 10010	DEPT 555	DUE 06/15/2021	DESC:2020B	WARRANT; JUN 2021				
9 APPROVED PAID INVOICES				TOTAL	777,015.52			
9 INVOICE(S)				REPORT POST TOTAL	777,015.52			

BALDWIN COUNTY COMMISSION  
ACCOUNTS PAYABLE PAYMENTS-JUNE 15, 2021

Vendor #	Vendor	Invoice	Document	Invoice Net
158051	4IMPRINT INC	8877400	8411	244.44
158051	4IMPRINT INC	8972404	8412	545.62
10448	A & M PORTABLES INC	248316	8489	540.00
10448	A & M PORTABLES INC	248431	8540	75.00
10448	A & M PORTABLES INC	5062021	8541	3,878.00
10448	A & M PORTABLES INC	248425,27,28,33	8556	525.00
160709	A GRAND AFFAIR	5132021	8656	975.00
10003	ACCURATE CONTROL EQUIPMENT	167007	8274	449.95
148734	AIRGAS USA LLC	9979409626	8417	63.76
54329	AL DEPT OF EXAMINERS OF PUBLIC ACCOUNTS	6032021	8663	3,835.20
54317	AL STATE DEPT OF REVENUE	6012021	8460	1.25
54317	AL STATE DEPT OF REVENUE	5252021	8461	6.25
100474	AL STATE DEPT OF TRANSPORTATION	SWA009377	8404	972.75
10045	ALABAMA AUTO SERVICE CENTERS INC	197628	8234	2,848.80
181921	ALABAMA COASTAL RADIOLOGY PC	2102021; C99737	8652	53.39
181921	ALABAMA COASTAL RADIOLOGY PC	2242021; 422672	8778	226.43
181921	ALABAMA COASTAL RADIOLOGY PC	3052021	8783	18.16
181921	ALABAMA COASTAL RADIOLOGY PC	3162021	8788	64.83
181921	ALABAMA COASTAL RADIOLOGY PC	4262021	8790	268.30
181921	ALABAMA COASTAL RADIOLOGY PC	4292021	8794	8.42
181852	ALTA POINTE HEALTH SYSTEMS INC	MAY 2021	8846	42,120.00
151634	AMMONS & BLACKMON CONSTRUCTION INC	#1;BCP-0222319	8745	108,690.03
184603	ANDREW'S DIESEL & AUTOMOTIVE REPAIR	12227	8267	2,639.78
184603	ANDREW'S DIESEL & AUTOMOTIVE REPAIR	12403	8268	35.00
184603	ANDREW'S DIESEL & AUTOMOTIVE REPAIR	12379	8565	1,059.39
116847	ANU K GARY	5292021	8464	40.04
91459	ARLENE SWARTZWELDER	5142021	8802	3.20
185252	AUTO ZONE - ROBERTSDALE	595131649	8567	3,523.99
185252	AUTO ZONE - ROBERTSDALE	595131650	8343	(1,000.00)
163096	B&H PHOTO & ELECTRONICS CORP	188103974	8493	191.49
163096	B&H PHOTO & ELECTRONICS CORP	188788041/21709	8495	206.46
163096	B&H PHOTO & ELECTRONICS CORP	886809028	8505	432.00
14553	BALDWIN CNTY ECONOMIC DEVELOPMENT	6072021	8963	25,389.34
14567	BALDWIN CNTY FAMILY VIOLENCE PROJECT	MAY 2021	8853	2,178.63
14118	BALDWIN CNTY GENERAL FUND	OCT 2020	8318	53,284.38
14118	BALDWIN CNTY GENERAL FUND	NOV 2020	8321	53,284.42
14118	BALDWIN CNTY GENERAL FUND	DEC 2020	8329	53,284.42
14118	BALDWIN CNTY GENERAL FUND	JAN 2021	8331	53,284.42
14118	BALDWIN CNTY GENERAL FUND	FEB 2021	8333	53,284.42
14118	BALDWIN CNTY GENERAL FUND	MAR 2021	8336	53,284.42
14118	BALDWIN CNTY GENERAL FUND	APR 2021	8339	53,284.42
14118	BALDWIN CNTY GENERAL FUND	MAY 2021	8341	53,284.42
14118	BALDWIN CNTY GENERAL FUND	JUNE 2021	8342	53,284.42
66034	BALDWIN CNTY HUMAN RESOURCES DEPT	MAY 2021	8856	726.21
14579	BALDWIN CNTY JUDGE OF PROBATE	5282021; VIN# 000184	8405	18.00
14579	BALDWIN CNTY JUDGE OF PROBATE	5282021; VIN# 000183	8406	18.00
10307	BALDWIN CNTY SHERIFF'S BOYS RANCH	MAY 2021	8861	2,178.63
136611	BALDWIN CNTY SHERIFF'S OFFICE	4857	8469	689.00
136611	BALDWIN CNTY SHERIFF'S OFFICE	SRO; 12/21/20-4/2/21	8473	47,914.65
183058	BALDWIN COUNTY VICTORY POLARIS LLC	WE #0119	8657	150.00
146165	BALDWIN FEED AND SEED LLC	1640	8503	87.00
98597	BALDWIN TRACTOR & EQUIPMENT CO	1-41016	8413	1,235.00

BALDWIN COUNTY COMMISSION  
ACCOUNTS PAYABLE PAYMENTS-JUNE 15, 2021

Vendor #	Vendor	Invoice	Document	Invoice Net
98597	BALDWIN TRACTOR & EQUIPMENT CO	1-44024	8270	532.80
98597	BALDWIN TRACTOR & EQUIPMENT CO	1-43940	8174	23.34
14132	BALDWIN YOUTH SERVICES	6072021	8965	71,548.78
113603	BAY AREA PRINTING & GRAPHIC SOLUTIONS	104705	8919	713.40
14029	BAY MINETTE BUILDING SUPPLY	MAY 2021 OP	8908	300.65
94182	BAY MINETTE YOUTH PROGRAM	MAY 2021	8858	2,178.63
191016	BAY PEST CONTROL COMPANY INC.	6012021	8836	419.50
191016	BAY PEST CONTROL COMPANY INC.	5252021	8424	200.00
54050	BAY SIDE RUBBER & PRODUCTS	8578	8409	494.44
54050	BAY SIDE RUBBER & PRODUCTS	8579	8410	497.09
54050	BAY SIDE RUBBER & PRODUCTS	8511	8235	732.80
54050	BAY SIDE RUBBER & PRODUCTS	8521	8236	123.52
54050	BAY SIDE RUBBER & PRODUCTS	8178	8209	1,836.88
54050	BAY SIDE RUBBER & PRODUCTS	8510	8233	235.36
103114	BAY UTILITY TRAILERS INC	37151	8920	110.00
185645	BEARD EQUIPMENT - MOBILE	1415972	8344	17.96
185645	BEARD EQUIPMENT - MOBILE	1415978	8345	242.10
185645	BEARD EQUIPMENT - MOBILE	1415974	8346	413.08
185645	BEARD EQUIPMENT - MOBILE	1415985	8347	639.40
185645	BEARD EQUIPMENT - MOBILE	1415980	8348	560.66
185645	BEARD EQUIPMENT - MOBILE	1415987	8349	308.00
185645	BEARD EQUIPMENT - MOBILE	1415986	8350	338.08
185645	BEARD EQUIPMENT - MOBILE	1415991	8351	39.04
185645	BEARD EQUIPMENT - MOBILE	1415988	8352	203.30
185645	BEARD EQUIPMENT - MOBILE	1406568	8353	610.64
185645	BEARD EQUIPMENT - MOBILE	1406561	8354	264.91
185645	BEARD EQUIPMENT - MOBILE	1406571	8355	90.95
185645	BEARD EQUIPMENT - MOBILE	1406570	8356	112.24
185645	BEARD EQUIPMENT - MOBILE	1421319	8357	1,527.31
185645	BEARD EQUIPMENT - MOBILE	1421678	8572	618.75
79396	BEHAVIORAL HEALTH SYSTEMS INC	2470468	8429	90.00
119204	BLACKBOX NETWORK SERVICES	9000003578	8658	74,463.80
14488	BLACKLIDGE EMULSIONS INC	120210448	8269	3,240.00
14006	BLOSSMAN GAS INC - FOLEY	17026281	8189	60.20
14084	BOB BARKER CO INC	NC1001568736	8193	285.00
175548	BRANDY BYRD	5282021	8952	44.75
118519	BRENDA WALZ	5282021	8955	47.04
118519	BRENDA WALZ	5202021	8569	49.78
14011	BUILDERS HARDWARE & SUPPLY CO.	178364	8574	88.50
14011	BUILDERS HARDWARE & SUPPLY CO.	178333	8271	75.69
14011	BUILDERS HARDWARE & SUPPLY CO.	178344	8272	40.99
14011	BUILDERS HARDWARE & SUPPLY CO.	MAY 2021 OP	8904	541.54
189926	C R PATE LOGGING, INC	6095	8934	14,454.00
180153	CAPITAL VOLVO TRUCK & TRAILER	3340408	8511	472.64
180153	CAPITAL VOLVO TRUCK & TRAILER	3340105	8519	275.76
180153	CAPITAL VOLVO TRUCK & TRAILER	3340409	8515	1,671.86
180153	CAPITAL VOLVO TRUCK & TRAILER	3340232	8516	551.84
180153	CAPITAL VOLVO TRUCK & TRAILER	3340611	8517	208.26
92208	CARE HOUSE INC	MAY 2021	8852	5,446.55
102875	CDW - GOVERNMENT, INC	D457463	8525	267.71
102875	CDW - GOVERNMENT, INC	D467750	8526	24.30
102875	CDW - GOVERNMENT, INC	D024993	8527	34.91

BALDWIN COUNTY COMMISSION  
ACCOUNTS PAYABLE PAYMENTS-JUNE 15, 2021

Vendor #	Vendor	Invoice	Document	Invoice Net
102875	CDW - GOVERNMENT, INC	D115224	8528	16.94
102875	CDW - GOVERNMENT, INC	D119138	8529	325.57
102875	CDW - GOVERNMENT, INC	D120167	8530	76.26
102875	CDW - GOVERNMENT, INC	D145076	8531	46.50
102875	CDW - GOVERNMENT, INC	D314562	8532	602.57
102875	CDW - GOVERNMENT, INC	D314738	8533	27.90
102875	CDW - GOVERNMENT, INC	D320771	8534	357.12
102875	CDW - GOVERNMENT, INC	D332715	8535	93.20
102875	CDW - GOVERNMENT, INC	D405940	8536	93.24
102875	CDW - GOVERNMENT, INC	D658611	8537	976.80
102875	CDW - GOVERNMENT, INC	D641413	8538	27.90
102875	CDW - GOVERNMENT, INC	D411047	8539	16.10
116898	CHARM-TEX INC	250461-in	8921	978.80
94060	CHUCK STEVENS AUTO INC	189460	8275	747.47
180505	CHUCK STEVENS CHEVROLET OF BAY MINETTE	635409	8276	58.60
180505	CHUCK STEVENS CHEVROLET OF BAY MINETTE	148370	8278	104.95
180505	CHUCK STEVENS CHEVROLET OF BAY MINETTE	635456	8576	599.96
180505	CHUCK STEVENS CHEVROLET OF BAY MINETTE	148318	8578	1,747.00
180505	CHUCK STEVENS CHEVROLET OF BAY MINETTE	635449	8580	125.80
14572	CINDY HABER CENTER INC	MAY 2021	8848	9,077.59
187695	CINTAS CORPORATION NO 2	1902065423	8696	1,431.00
187695	CINTAS CORPORATION NO 2	9118274614	8281	1,670.00
187695	CINTAS CORPORATION NO 2	9128151913	8285	720.00
187695	CINTAS CORPORATION NO 2	9128987750	8286	140.00
187695	CINTAS CORPORATION NO 2	9124001998	8283	280.00
187695	CINTAS CORPORATION NO 2	P#16145757 MAR 2021	8292	420.89
187695	CINTAS CORPORATION NO 2	1902058861	8212	1,741.38
187695	CINTAS CORPORATION NO 2	9113131005	8207	835.00
187695	CINTAS CORPORATION NO 2	P#16146176 APR 2021	8190	761.28
187695	CINTAS CORPORATION NO 2	P#16145857 APR 2021	8191	102.36
187695	CINTAS CORPORATION NO 2	P#16145929 APR 2021	8419	47.72
187695	CINTAS CORPORATION NO 2	9124906578	8420	(1.20)
105435	CINTAS FIRST AID & SAFETY	9130356629	8427	(2,400.00)
105435	CINTAS FIRST AID & SAFETY	9129545455	8425	133.30
105435	CINTAS FIRST AID & SAFETY	1901833249	8426	2,400.00
105435	CINTAS FIRST AID & SAFETY	5059129512	8834	67.25
156427	CITY OF DAPHNE YOUTH PROGRAM	MAY 2021	8857	2,178.61
156443	CITY OF FAIRHOPE YOUTH PROGRAM	MAY 2021	8860	2,178.63
156435	CITY OF FOLEY YOUTH PROGRAM	MAY 2021	8859	2,178.63
25040	COASTAL ALABAMA COMMUNITY COLLEGE	6072021	8966	173,520.84
192695	COASTAL BRT, LLC	350	8776	2,975.00
97682	COCA COLA BOTTLING CO CONSOLIDATED	19254209319	8521	43.20
97682	COCA COLA BOTTLING CO CONSOLIDATED	19255204647	8522	302.40
97682	COCA COLA BOTTLING CO CONSOLIDATED	23489200011	8523	453.60
97682	COCA COLA BOTTLING CO CONSOLIDATED	19254209707	8524	216.00
181821	COPY PRODUCTS COMPANY	1892846	8431	80.00
95783	CORPORATE BILLING	430485922	8683	759.36
95783	CORPORATE BILLING	440422682	8684	440.00
95783	CORPORATE BILLING	430485000	8961	234.76
27242	CORPORATE BILLING INC	121765MB	8678	3,265.20
162659	COUNSELMAN AUTOMOTIVE RECYCLING LLC	557987	8582	100.00
19039	COWIN EQUIPMENT CO - MOBILE	SWO041693-1	8583	2,135.80

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181164	CRITTER GITTER PEST CONTROL	138-01260762	8216	125.00
116134	CROWDERGULF, LLC	BAL013121-29C	8453	14,277.15
116134	CROWDERGULF, LLC	BAL011521-25C	8454	24,707.03
116134	CROWDERGULF, LLC	BAL011521-24C	8456	23,641.69
116134	CROWDERGULF, LLC	BAL013121-28B	8457	12,030.39
116134	CROWDERGULF, LLC	BAL123120-21E	8458	13,138.11
116134	CROWDERGULF, LLC	BAL011521-24	8437	2,286,349.97
116134	CROWDERGULF, LLC	BAL011521-24A	8438	222,510.00
116134	CROWDERGULF, LLC	BAL011521-25	8439	325,905.25
116134	CROWDERGULF, LLC	BAL011521-26	8440	10,404.69
116134	CROWDERGULF, LLC	BAL011521-27	8441	14,112.00
116134	CROWDERGULF, LLC	BAL013121-28	8442	1,483,948.74
116134	CROWDERGULF, LLC	BAL013121-28A	8443	113,227.20
116134	CROWDERGULF, LLC	BAL013121-29	8444	281,940.53
116134	CROWDERGULF, LLC	BAL013121-30	8445	83,526.46
116134	CROWDERGULF, LLC	BAL013121-30A	8446	14,750.00
116134	CROWDERGULF, LLC	BAL011521-25A	8447	473,490.22
116134	CROWDERGULF, LLC	BAL013121-29A	8448	418,539.60
116134	CROWDERGULF, LLC	BAL011521-24B	8449	44,480.07
116134	CROWDERGULF, LLC	BAL011521-25B	8450	17,274.32
116134	CROWDERGULF, LLC	BAL013121-29B	8452	13,261.89
115852	DADE PAPER & BAG CO	15025302	8748	1,285.08
115852	DADE PAPER & BAG CO	15002694/853339	8757	431.28
115852	DADE PAPER & BAG CO	15018279	8759	212.72
115852	DADE PAPER & BAG CO	15014920	8766	592.03
115852	DADE PAPER & BAG CO	10525217	8923	172.88
115852	DADE PAPER & BAG CO	15023-23	8924	391.36
115852	DADE PAPER & BAG CO	841020	8945	(27.67)
187807	DAVID B PIMPERL	22106	8960	1,275.00
21179	DAVISON OIL COMPANY INC	473528-IN	8659	745.86
21179	DAVISON OIL COMPANY INC	474477-IN	8662	320.00
111641	DAWN HOUSE	MAY 2021	8849	2,178.63
180834	DEANNA VICICH COX	5282021	8739	450.00
147221	DEL CITY	500182168	8666	309.80
21252	DELTA COMPUTER SYSTEMS INC	DHLXT00135DHLMN01527	8668	2,255.00
21252	DELTA COMPUTER SYSTEMS INC	HRMN004202-BAL	8451	54.00
21252	DELTA COMPUTER SYSTEMS INC	6012021-2	8455	5,459.00
21219	DENNIS ALUMINUM PRODUCTION	21156	8751	440.00
21219	DENNIS ALUMINUM PRODUCTION	21157	8753	200.00
21127	DISTRICT ATTORNEY'S OFFICE	6072021	8964	35,751.73
21127	DISTRICT ATTORNEY'S OFFICE	4TH QTR FY 21 APPROPRIATIONS		81,645.00
121857	DIVERSIFIED COMPUTER SERVICES LLC	21-10397	8459	750.00
21030	DOERING TIRE INC	69350	8585	76.34
191435	DONNA J HIGGINBOTHAM	5062021	8818	8.00
192919	ELANCO US, INC	6000422450	8925	996.13
1843	ELKINS EARTHWORKS, LLC	8710	8873	12,985.73
62623	EMPIRE TRUCK SALES INC	CE010289284:01	8214	274.22
62623	EMPIRE TRUCK SALES INC	CE010289205:01	8232	383.40
104310	EMPLOYMENT SCREENING SERVICES INC	13105616	8462	383.90
25048	EQUIPMENT SALES CO	40902	8225	1,051.94
25048	EQUIPMENT SALES CO	40903	8226	119.88
25048	EQUIPMENT SALES CO	40926	8227	3,587.31

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25048	EQUIPMENT SALES CO	40990	8228	914.00
25048	EQUIPMENT SALES CO	40970	8229	657.52
25048	EQUIPMENT SALES CO	40864	8177	1,477.89
25048	EQUIPMENT SALES CO	40994	8699	1,620.42
86633	ETOWAH CHEMICAL SALES & SERVICE	599538	8785	765.00
86633	ETOWAH CHEMICAL SALES & SERVICE	599540	8793	382.50
86633	ETOWAH CHEMICAL SALES & SERVICE	599539	8796	765.00
126261	EXPRESS OIL CHANGE - ROBERTSDALE	1904 119242	8810	47.17
126261	EXPRESS OIL CHANGE - ROBERTSDALE	1904-120625	8805	62.87
41646	FEDEX	7-391-06311; 4506-4	8654	26.59
41646	FEDEX	7-384-07258; 7393-2	8665	89.15
41646	FEDEX	7-384-59332; 2407-7	8597	37.65
41646	FEDEX	7339-59553; 9136-2	8483	9.50
41646	FEDEX	7-369-57522; 4506-4	8478	27.49
41646	FEDEX	7-376-33081; 2407-7	8485	37.57
41646	FEDEX	7-376-59147; 9136-2	8487	18.40
142551	FERGUSON ENTERPRISES INC - DAPHNE	1944274	8816	123.00
142551	FERGUSON ENTERPRISES INC - DAPHNE	1944278	8819	79.96
142551	FERGUSON ENTERPRISES INC - DAPHNE	1910262/534	8947	68.69
136514	FLOYDS EXHAUST & PERFORMANCE ACCESSORIES	15240	8675	299.00
136514	FLOYDS EXHAUST & PERFORMANCE ACCESSORIES	15603	8677	608.01
166166	FREEMAN COLLISION CENTER LLC	12232020	8463	150.00
89084	G & J'S POWER EQUIPMENT INC	640548	8760	505.98
136354	G T MICHELLI SCALES	136354	8824	700.00
136354	G T MICHELLI SCALES	231642	8926	1,267.12
136354	G T MICHELLI SCALES	231640	8927	1,070.50
27263	GALL'S LLC	BC1365115	8688	590.75
27263	GALL'S LLC	BC1365127	8690	110.00
27263	GALL'S LLC	BC1365282	8692	574.75
27263	GALL'S LLC	18087448	8708	(3.00)
27263	GALL'S LLC	BC1358105	8183	408.00
27263	GALL'S LLC	BC1358097	8184	264.00
27263	GALL'S LLC	BC1323670	8192	286.50
27263	GALL'S LLC	BC1329573	8194	88.00
27263	GALL'S LLC	BC1359062	8206	302.50
95775	GCIS SUPPLY CO INC	1025880	8821	498.50
72371	GENERAL MACHINERY CO INC	3087035	8823	1,757.15
182991	GEOCON ENGINEERING & MATERIAL TESTING IN	5667	8928	4,845.00
182991	GEOCON ENGINEERING & MATERIAL TESTING IN	5499/8137	8942	2,252.00
185711	GILMORE SERVICES	123540	8490	19.76
189486	GSP MARKETING INC	P24242	8755	5,126.49
189486	GSP MARKETING INC	P24242-1	8764	775.37
189486	GSP MARKETING INC	P24243	8769	4,444.28
181424	GULF COAST BUILDING SUPPLY & HARDWARE	930129/1	8586	92.73
181424	GULF COAST BUILDING SUPPLY & HARDWARE	925317/1	8282	31.93
181424	GULF COAST BUILDING SUPPLY & HARDWARE	673940/1	8279	45.86
181424	GULF COAST BUILDING SUPPLY & HARDWARE	925309/1	8280	45.98
187222	GULF COAST COMMERCIAL MULTIPLE LISTING	1200519; M#12229	8767	132.00
93809	HEATHER ANN PLATO	5242021	8476	117.60
93809	HEATHER ANN PLATO	6012021	8953	47.04
184040	HELEN WALTON	5252021	8954	34.16
186607	HERITAGE-CRYSTAL CLEAN LLC	16827386	8825	1,774.25

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120432	HI-LINE	10861560	8213	807.60
120432	HI-LINE	10861563	8210	300.36
120432	HI-LINE	10861562	8211	305.92
185989	HIGHLAND TECHNICAL SERVICES INC	140415	8432	6,152.68
185989	HIGHLAND TECHNICAL SERVICES INC	140383	8423	2,375.00
185989	HIGHLAND TECHNICAL SERVICES INC	140267	8508	100.00
188391	HILL'S PET NUTRITION INC	239048783	8830	416.00
32045	HOSEA O WEAVER & SON INC	75662	8929	6,234.65
32045	HOSEA O WEAVER & SON INC	75699	8930	24,874.20
32045	HOSEA O WEAVER & SON INC	75692	8931	27,816.41
32419	HUNTER SECURITY INC	6012021	8903	500.00
32419	HUNTER SECURITY INC	832178	8826	800.00
32419	HUNTER SECURITY INC	832104	8827	1,400.00
32419	HUNTER SECURITY INC	832215	8828	800.00
32419	HUNTER SECURITY INC	832128	8829	150.00
113890	HYDRA SERVICE INC	149162	8679	240.00
191330	IAN HANTZ	4012021	8465	154.70
187049	INDUSTRIAL BOILER & MECHANICAL COMPANY	46175	8806	645.00
189759	INGENUITY INC	BLO60121-01	8509	4,000.00
48864	INGRAM EQUIPMENT LLC	46027-IN/77614-IN	8774	9,199.20
180099	INGRAM SIGNALIZATION INC	#1; BCP 0209719	8407	201,257.50
182225	INTERNATIONAL MUNICIPAL SIGNAL ASSN	61569; J LUNDY	8835	655.00
182225	INTERNATIONAL MUNICIPAL SIGNAL ASSN	61555; J PARKS	8838	655.00
182225	INTERNATIONAL MUNICIPAL SIGNAL ASSN	61557; C PITTMAN	8840	655.00
182225	INTERNATIONAL MUNICIPAL SIGNAL ASSN	61567; T BYRD	8842	655.00
182225	INTERNATIONAL MUNICIPAL SIGNAL ASSN	61553; M CAMPBELL	8844	1,050.00
182225	INTERNATIONAL MUNICIPAL SIGNAL ASSN	61577	8845	525.00
114420	INTERSTATE BILLING SERVICE INC	3023528260	8175	4,548.27
78043	IRMA VAUTRIN	5252021	8797	21.28
152477	J&R SYSTEM INTEGRATION LLC/SECURITY 101	P28220	8777	2,173.79
152477	J&R SYSTEM INTEGRATION LLC/SECURITY 101	P28259	8782	405.41
152477	J&R SYSTEM INTEGRATION LLC/SECURITY 101	P28270	8780	938.21
87767	JANI KING OF MOBILE	MOB06210134	8467	346.45
192748	JANNA J. HEARN	5212021	8807	9.60
143271	JAZZY CLEAN JANITORIAL	7449	8468	548.86
132425	JOHNSON WELL DRILLING LLC	2791	8681	85.00
105	JUVENILE DETENTION FACILITY	MAY 2021	8855	31,953.11
186961	KAREN L PRINCE	5142021	8809	4.00
107220	KEET CONSULTING SERVICES LLC	102986	8786	27,500.00
107220	KEET CONSULTING SERVICES LLC	102984	8598	19,500.00
107220	KEET CONSULTING SERVICES LLC	102987	8600	1,300.00
183951	KENDEL HENDERSON	5212021	8466	117.60
192791	KEYPORT WAREHOUSING INC	81394	8510	390.00
191434	LARRY E BEAUCHAMP	5142021	8815	94.40
1914	LFG SPECIALTIES, LLC	526908 RI	8588	4,185.38
192692	LIFESTAR ALTERNATIVE TRANSPORT SVC, LLC	349	8512	4,700.00
190035	LILLIE H ARD	5142021	8811	4.80
1925	LISA A. HOBART, LLC	MAY 28, 2021	8664	9,558.14
1925	LISA A. HOBART, LLC	APRIL 29, 2021	8513	2,800.00
181809	LORI G RUFFIN	542021	8741	330.00
136872	LOWE'S - DAPHNE	2752	8762	49.36
136872	LOWE'S - DAPHNE	76814	8589	1,041.68

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136872	LOWE'S - DAPHNE	2008	8293	86.41
136872	LOWE'S - DAPHNE	3146	8284	223.98
136872	LOWE'S - DAPHNE	2546	8287	82.51
136872	LOWE'S - DAPHNE	1329	8289	17.00
87716	LOWE'S - FOLEY	97784	8294	1,170.27
87716	LOWE'S - FOLEY	87965	8590	1,758.24
87716	LOWE'S - FOLEY	24309	8592	72.57
87716	LOWE'S - FOLEY	24158	8765	55.45
87716	LOWE'S - FOLEY	40073	8768	166.10
172718	LYLE MACHINERY CO - MOBILE	P33652	8594	119.22
191438	MAGNOLIA EQUIPMENT RENTAL, LLC	2144	8596	2,000.00
103202	MARY K WHITE	5182021	8570	38.08
185518	MCELHENNEY CONSTRUCTION CO LLC	#2; HW21097000	8408	32,342.10
149690	McGRIFF TIRE CO INC	4870024019	8217	6,208.35
149690	McGRIFF TIRE CO INC	4870024876	8218	886.90
149690	McGRIFF TIRE CO INC	4870024322	8220	5,464.15
98634	MCPHERSON OIL CO INC/DBA FUELMAN	NP60117285	8392	1,335.97
98634	MCPHERSON OIL CO INC/DBA FUELMAN	NP60135685	8393	1,755.21
192710	MO'S TOWING, LLC	21-04765	8472	185.00
192710	MO'S TOWING, LLC	21-04522	8470	185.00
192710	MO'S TOWING, LLC	21-04517	8471	185.00
40589	MOBILE ASPHALT CO LLC	15852	8566	510.90
40589	MOBILE ASPHALT CO LLC	15828	8563	256.59
40589	MOBILE ASPHALT CO LLC	15779	8560	512.04
40589	MOBILE ASPHALT CO LLC	15797	8557	240.43
40589	MOBILE ASPHALT CO LLC	15731	8593	226.56
40589	MOBILE ASPHALT CO LLC	15880	8587	282.07
40589	MOBILE ASPHALT CO LLC	15755	8606	228.83
40589	MOBILE ASPHALT CO LLC	15905	8591	235.67
40589	MOBILE ASPHALT CO LLC	15853	8584	229.96
40589	MOBILE ASPHALT CO LLC	15829	8579	171.05
40589	MOBILE ASPHALT CO LLC	15851	8575	199.38
40589	MOBILE ASPHALT CO LLC	15874	8571	338.18
40589	MOBILE ASPHALT CO LLC	15781	8609	229.96
40589	MOBILE ASPHALT CO LLC	15798	8610	180.71
40589	MOBILE ASPHALT CO LLC	15814	8613	116.12
40589	MOBILE ASPHALT CO LLC	15749	8615	273.19
40589	MOBILE ASPHALT CO LLC	15754	8618	273.01
40589	MOBILE ASPHALT CO LLC	15725	8622	59.71
40589	MOBILE ASPHALT CO LLC	15756	8841	3,016.50
40589	MOBILE ASPHALT CO LLC	15800	8839	1,486.92
40589	MOBILE ASPHALT CO LLC	15767	8831	4,248.75
40589	MOBILE ASPHALT CO LLC	15843	8832	3,922.40
40589	MOBILE ASPHALT CO LLC	15906	8939	1,404.14
151781	MOBILE BAY OVERHEAD DOOR INC	9693	8932	925.00
187849	MOTT MACDONALD CONSULTANTS, INC.	502403437	8514	5,000.00
40019	MOYER FORD SALES INC	701035	8601	197.84
187817	MWI ANIMAL HEALTH	33181191	8698	8.94
187817	MWI ANIMAL HEALTH	33181189	8702	11.57
187817	MWI ANIMAL HEALTH	33048815	8851	565.97
187817	MWI ANIMAL HEALTH	33181188	8847	31.94
187817	MWI ANIMAL HEALTH	33181190	8694	20.28

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187817	MWI ANIMAL HEALTH	33209805	8933	1,117.50
94617	NELL CALLOWAY	5252021	8812	7.60
192912	NELLIE WALKER	05142021	8820	8.00
189066	NELSON MFG CO	1172403-IN	8865	289.95
1867	NEW DAIRY OPCO, LLC DBA BORDEN DAIRY	448230645	8418	86.27
1867	NEW DAIRY OPCO, LLC DBA BORDEN DAIRY	447961630	8290	71.94
180761	NEWELL & BUSH INC	#10; BCP-0218117	8421	61,568.03
191436	NINA L CLARK	5212021	8817	50.40
40569	NOTARY PUBLIC UNDERWRITERS	TERRIE WATSTON; 2021	8771	94.00
40569	NOTARY PUBLIC UNDERWRITERS	SUSAN MCCAWE; 2021	8775	94.00
181574	O'REILLY AUTO PARTS	1423-208514	8770	173.94
181574	O'REILLY AUTO PARTS	1423-204308	8603	1,685.24
181574	O'REILLY AUTO PARTS	1423-206426	8604	129.23
181574	O'REILLY AUTO PARTS	1423-206425	8605	222.60
181574	O'REILLY AUTO PARTS	1423-206967	8607	190.80
181574	O'REILLY AUTO PARTS	1423-207137	8608	143.24
181574	O'REILLY AUTO PARTS	1423-207136	8611	131.39
181574	O'REILLY AUTO PARTS	MAY 2021-2 OP	8905	276.83
191148	ONE CUT GLASS, LLC	1019596	8231	360.00
191148	ONE CUT GLASS, LLC	1019640	8173	195.00
999990	ONETIME-REFUND	1359780	8237	32.00
999990	ONETIME-REFUND	1351960	8238	30.00
999990	ONETIME-REFUND	1336620	8239	32.00
999990	ONETIME-REFUND	1609680	8240	16.00
999990	ONETIME-REFUND	1522080	8241	32.00
999990	ONETIME-REFUND	1412780	8242	32.00
999990	ONETIME-REFUND	1683540	8243	16.00
999990	ONETIME-REFUND	1580320	8244	16.00
999990	ONETIME-REFUND	382969	8245	64.00
999990	ONETIME-REFUND	373610	8246	84.00
999990	ONETIME-REFUND	868300	8247	16.00
999990	ONETIME-REFUND	1223980	8248	16.00
999990	ONETIME-REFUND	105458	8249	32.00
999990	ONETIME-REFUND	1456500	8250	32.00
999990	ONETIME-REFUND	1389200	8251	30.00
999990	ONETIME-REFUND	312047	8252	21.00
999990	ONETIME-REFUND	1747740	8253	69.00
999990	ONETIME-REFUND	1379680	8254	30.00
999990	ONETIME-REFUND	1772320	8255	74.00
999990	ONETIME-REFUND	1244920	8256	21.00
999990	ONETIME-REFUND	322224	8257	16.00
999990	ONETIME-REFUND	1750940	8258	32.00
999990	ONETIME-REFUND	1048240	8260	16.00
999990	ONETIME-REFUND	1368720	8261	30.00
999990	ONETIME-REFUND	1372740	8262	30.00
999990	ONETIME-REFUND	1432040	8263	42.00
999990	ONETIME-REFUND	314563	8264	21.00
999990	ONETIME-REFUND	1382880	8265	30.00
999990	ONETIME-REFUND	1361340	8266	30.00
999990	ONETIME-REFUND	27176	8680	232.77
999990	ONETIME-REFUND	28269	8676	38.47
27022	OPC NEWS, LLC	388236; 984131	8595	840.48

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123481	ORACLE USA INC	45328937	8433	1,248.50
103000	OTTO ENVIRONMENTAL SYSTEMS	INV-37366	8863	37,610.28
189276	OZARK MATERIALS LLC	20393	8773	6,879.60
174713	PAM'S EMBROIDERY & SEWING	5128-20213157	8416	502.50
182050	PAMELA M PUGH	5282021	8477	29.40
186450	PARTNERS MANAGING GENERAL UNDERWRITERS	US118570 6012021	8474	62,973.72
170851	PAULA BONNER	5142021	8430	96.32
180999	PETROLEUM TRADERS CORPORATION	1657193B	8163	1,491.80
180999	PETROLEUM TRADERS CORPORATION	1657193A	8164	(1,495.63)
180999	PETROLEUM TRADERS CORPORATION	1657193	8165	1,495.63
180999	PETROLEUM TRADERS CORPORATION	1656141	8166	1,512.33
180999	PETROLEUM TRADERS CORPORATION	1658853	8277	14,232.93
181237	PNC BANK	321506015	8518	6,617.16
48268	POPE CONTRACTING INC	#13;BCP 0205418	8422	52,996.46
185084	POWER SYSTEMS OF MS	9324	8940	1,010.00
180557	QUICK CAPTION INC	5328	8520	350.00
97199	RACINE'S FEED GARDEN & SUPPLY INC	797344	8876	863.20
183649	REPUBLIC SERVICES #986	5252021	8958	1,209.00
131043	REVENUE SOLUTIONS INC	5713	8403	1,160.00
193198	ROBERT BARNETT	5212021	8428	106.50
51009	ROBERTSDALE AUTO PARTS INC	460083	8784	51.89
51009	ROBERTSDALE AUTO PARTS INC	460063	8781	57.28
51009	ROBERTSDALE AUTO PARTS INC	460013	8779	73.18
51009	ROBERTSDALE AUTO PARTS INC	460084	8787	592.50
51009	ROBERTSDALE AUTO PARTS INC	460082	8789	76.81
51009	ROBERTSDALE AUTO PARTS INC	459628	8612	26.54
51009	ROBERTSDALE AUTO PARTS INC	459738	8616	58.24
51009	ROBERTSDALE AUTO PARTS INC	459883	8617	110.99
51009	ROBERTSDALE AUTO PARTS INC	459671	8614	464.24
51009	ROBERTSDALE AUTO PARTS INC	459996	8625	100.44
51009	ROBERTSDALE AUTO PARTS INC	459987	8628	77.88
51009	ROBERTSDALE AUTO PARTS INC	459874	8619	54.73
51009	ROBERTSDALE AUTO PARTS INC	459961	8620	92.67
51009	ROBERTSDALE AUTO PARTS INC	459951	8621	112.26
51009	ROBERTSDALE AUTO PARTS INC	459949	8624	79.76
51009	ROBERTSDALE AUTO PARTS INC	MAY 2021 OP	8906	266.76
51040	ROBERTSDALE POWER EQUIPMENT	182888	8479	33.47
148224	S & S SPRINKLER CO LLC	87636	8397	525.00
148224	S & S SPRINKLER CO LLC	90928	8864	480.00
191058	SALESSOURCE INTERNATIONAL	22419	8480	628.00
181284	SANDY SANSING FORD	82005	8792	115.03
181284	SANDY SANSING FORD	82005A	8801	1,112.55
181284	SANDY SANSING FORD	81366	8631	1,111.92
181284	SANDY SANSING FORD	81724	8633	215.95
192136	SDAC	2004007-11	8629	3,200.00
56733	SERVICEMASTER ACTION CLEANING	127034	8481	550.00
56733	SERVICEMASTER ACTION CLEANING	127035	8482	1,697.00
186842	SHEILA PROPP	5062021	8808	3.20
136207	SHERWIN WILLIAMS - SPANISH FORT	8703-0	8695	707.06
185636	SHERWIN-WILLIAMS - US HWY 98/FOLEY	2718-4	8185	38.15
187492	SHORELINE ENVIRONMENTAL INC	54307	8230	100.00
126181	SILVER, VOIT & GARRETT ATTORNEYS AT LAW, PC	38110/38547	8754	500.50

BALDWIN COUNTY COMMISSION  
ACCOUNTS PAYABLE PAYMENTS-JUNE 15, 2021

Vendor #	Vendor	Invoice	Document	Invoice Net
126181	SILVER, VOIT & GARRETT ATTORNEYS AT LAW, PC	38812	8761	462.91
123300	SOFTWARE HOUSE INT dba SHI	B13395607	8414	336.40
123300	SOFTWARE HOUSE INT dba SHI	B13254541	8415	654.00
54037	SOUTH ALABAMA REGIONAL	MSS 21-163	8398	4,416.81
54037	SOUTH ALABAMA REGIONAL	MSS 21-174	8401	4,476.88
54037	SOUTH ALABAMA REGIONAL	MSS 21-162	8394	21,094.52
54037	SOUTH ALABAMA REGIONAL	MSS 21-173	8395	23,116.40
170536	SOUTHDATA INC	993357344	8907	1,046.18
66835	SOUTHERN FIRE & SAFETY INC	30052	8704	265.00
187384	SPANISH FORT PAINTING & CONST. LLC	1378	8791	10,608.00
185594	STAPLES CONTRACT & COMMERCIAL INC	3477894797	8705	23.49
185594	STAPLES CONTRACT & COMMERCIAL INC	3477310218	8707	80.83
185594	STAPLES CONTRACT & COMMERCIAL INC	3477894798	8709	240.69
185594	STAPLES CONTRACT & COMMERCIAL INC	3476476650	8697	587.23
185594	STAPLES CONTRACT & COMMERCIAL INC	3477390574	8701	23.45
185594	STAPLES CONTRACT & COMMERCIAL INC	3477450081	8703	58.47
185594	STAPLES CONTRACT & COMMERCIAL INC	3476544062	8700	331.86
185594	STAPLES CONTRACT & COMMERCIAL INC	3477450083	8710	18.20
185594	STAPLES CONTRACT & COMMERCIAL INC	3477450082	8711	117.81
185594	STAPLES CONTRACT & COMMERCIAL INC	3477529274	8712	117.39
185594	STAPLES CONTRACT & COMMERCIAL INC	3477599959	8713	172.34
185594	STAPLES CONTRACT & COMMERCIAL INC	3477752040	8714	57.59
185594	STAPLES CONTRACT & COMMERCIAL INC	3477752044	8715	705.79
185594	STAPLES CONTRACT & COMMERCIAL INC	3478107047	8717	86.79
185594	STAPLES CONTRACT & COMMERCIAL INC	3477752045	8718	303.40
185594	STAPLES CONTRACT & COMMERCIAL INC	3478858802	8719	261.96
185594	STAPLES CONTRACT & COMMERCIAL INC	3477894800	8720	706.20
185594	STAPLES CONTRACT & COMMERCIAL INC	3478029605	8721	326.91
185594	STAPLES CONTRACT & COMMERCIAL INC	3478029606	8722	157.70
185594	STAPLES CONTRACT & COMMERCIAL INC	3478107048	8723	327.72
185594	STAPLES CONTRACT & COMMERCIAL INC	3478107050	8724	386.11
185594	STAPLES CONTRACT & COMMERCIAL INC	3478107052	8725	163.34
185594	STAPLES CONTRACT & COMMERCIAL INC	3478107053	8726	476.42
185594	STAPLES CONTRACT & COMMERCIAL INC	3478107054	8727	105.00
185594	STAPLES CONTRACT & COMMERCIAL INC	3478430956	8728	577.62
185594	STAPLES CONTRACT & COMMERCIAL INC	3478430958	8729	91.25
185594	STAPLES CONTRACT & COMMERCIAL INC	3478430959	8730	159.11
185594	STAPLES CONTRACT & COMMERCIAL INC	3475244163	8689	33.50
185594	STAPLES CONTRACT & COMMERCIAL INC	3476476651	8693	49.45
185594	STAPLES CONTRACT & COMMERCIAL INC	3476476653	8691	72.20
185594	STAPLES CONTRACT & COMMERCIAL INC	3477390573	8685	123.95
185594	STAPLES CONTRACT & COMMERCIAL INC	3474136491	8686	285.12
185594	STAPLES CONTRACT & COMMERCIAL INC	3474723169	8687	132.62
185594	STAPLES CONTRACT & COMMERCIAL INC	3463961209	8486	(22.96)
185594	STAPLES CONTRACT & COMMERCIAL INC	3462171731	8488	14.99
185594	STAPLES CONTRACT & COMMERCIAL INC	3462171730	8491	63.16
185594	STAPLES CONTRACT & COMMERCIAL INC	3461560632	8484	11.99
185594	STAPLES CONTRACT & COMMERCIAL INC	3469827802	8494	(62.99)
185594	STAPLES CONTRACT & COMMERCIAL INC	3464445907	8496	302.35
185594	STAPLES CONTRACT & COMMERCIAL INC	3475936759	8507	(41.97)
185594	STAPLES CONTRACT & COMMERCIAL INC	3473690934	8502	(0.02)
185594	STAPLES CONTRACT & COMMERCIAL INC	3474109802	8504	(1.20)

BALDWIN COUNTY COMMISSION  
ACCOUNTS PAYABLE PAYMENTS-JUNE 15, 2021

Vendor #	Vendor	Invoice	Document	Invoice Net
185594	STAPLES CONTRACT & COMMERCIAL INC	3474196781	8506	55.96
185594	STAPLES CONTRACT & COMMERCIAL INC	3464709997	8497	215.59
185594	STAPLES CONTRACT & COMMERCIAL INC	3467521822	8499	(215.59)
185594	STAPLES CONTRACT & COMMERCIAL INC	3465439085	8500	28.95
185594	STAPLES CONTRACT & COMMERCIAL INC	3464970035	8501	28.99
185594	STAPLES CONTRACT & COMMERCIAL INC	3477752037	8558	(13.99)
185594	STAPLES CONTRACT & COMMERCIAL INC	3477105295	8559	(6.48)
185594	STAPLES CONTRACT & COMMERCIAL INC	3477105296	8561	6.48
185594	STAPLES CONTRACT & COMMERCIAL INC	3478430957	8962	23.40
192752	STEELFUSION CLINICAL TOXICOLOGY LAB, LLC	705	8602	700.00
65091	STONE CROSBY PC	63624; ADMIN	8623	9,268.72
65091	STONE CROSBY PC	63693; ADMIN / JALLC	8626	750.00
65091	STONE CROSBY PC	63626; BPST	8634	90.00
65091	STONE CROSBY PC	63627; BLDG INSP	8637	2,183.10
65091	STONE CROSBY PC	63628; EMA	8640	112.50
65091	STONE CROSBY PC	63629; HWY	8641	4,880.01
65091	STONE CROSBY PC	63636; P&Z	8643	6,924.02
181899	SUBURBAN PROPANE	285398	8221	822.17
182059	SUNSOUTH LLC	3934341	8635	768.86
191432	SUSAN M ANOLES	5142021	8813	30.40
190757	SWAGIT PRODUCTIONS LLC	17397	8795	1,250.00
162616	SWEAT TIRE - BAY MINETTE	54504	8636	364.30
162616	SWEAT TIRE - BAY MINETTE	54523	8638	80.32
162616	SWEAT TIRE - BAY MINETTE	54610	8639	43.44
54042	SWEAT TIRE - ROBERTSDALE	204760	8642	42.44
54042	SWEAT TIRE - ROBERTSDALE	205085	8644	210.12
54042	SWEAT TIRE - ROBERTSDALE	205429	8867	179.00
96410	TAX MANAGEMENT ASSOCIATES INC	183484	8763	750.00
173454	TAYLOR'S TOWING	13074	8562	250.00
191433	TERRY V GREEN	562021	8814	4.00
57277	TESSCO TECHNOLOGIES	545692	8862	315.47
57277	TESSCO TECHNOLOGIES	420951	8944	956.93
192800	TETRA TECH, INC.	51737091	8798	14,169.75
191646	THE BRIDGE INC	1-2021-03	8475	78,734.00
191271	THE PARTS HOUSE	2092EI0138	8647	3,208.24
184294	THE PRINT SHOP	184294	8645	313.00
184294	THE PRINT SHOP	6247	8632	1,374.00
184294	THE PRINT SHOP	6660	8866	40.00
184294	THE PRINT SHOP	6667	8935	810.00
184294	THE PRINT SHOP	6643	8868	155.00
184294	THE PRINT SHOP	6659	8871	160.00
184294	THE PRINT SHOP	6672	8872	119.80
184294	THE PRINT SHOP	6673	8874	44.00
57071	THOMPSON TRACTOR CO	TTC1-573075	8738	1,199.66
57071	THOMPSON TRACTOR CO	SPI00858218	8737	491.62
57071	THOMPSON TRACTOR CO	TTC1-573081	8740	1,116.54
57071	THOMPSON TRACTOR CO	SPI00801242	8742	219.51
57071	THOMPSON TRACTOR CO	SPI00851544	8648	107.78
57071	THOMPSON TRACTOR CO	SPI00850287	8660	12,189.99
57071	THOMPSON TRACTOR CO	TTC1-567710	8661	816.00
57071	THOMPSON TRACTOR CO	TTC1-567715	8667	2,574.04
57071	THOMPSON TRACTOR CO	TTC1-568956	8669	267.13

BALDWIN COUNTY COMMISSION  
ACCOUNTS PAYABLE PAYMENTS-JUNE 15, 2021

Vendor #	Vendor	Invoice	Document	Invoice Net
57071	THOMPSON TRACTOR CO	TTC1-568991	8670	2,293.81
57071	THOMPSON TRACTOR CO	TTC1-568993	8671	1,759.85
57071	THOMPSON TRACTOR CO	SPI00864316	8672	259.31
57071	THOMPSON TRACTOR CO	TTC1-570751	8674	991.54
57071	THOMPSON TRACTOR CO	SPI00856775	8735	800.82
57071	THOMPSON TRACTOR CO	SPI00867457	8360	1,353.54
57071	THOMPSON TRACTOR CO	SPI00867458	8362	3,876.52
57071	THOMPSON TRACTOR CO	SPI00867456	8363	5,350.90
57071	THOMPSON TRACTOR CO	SPI00867455	8364	2,656.80
57071	THOMPSON TRACTOR CO	SPI00867452	8372	1,342.80
57071	THOMPSON TRACTOR CO	SPI00867450	8373	103.35
57071	THOMPSON TRACTOR CO	SPI00867451	8374	888.41
57071	THOMPSON TRACTOR CO	SPI00867447	8375	6.35
57071	THOMPSON TRACTOR CO	SPI00867448	8376	5.38
57071	THOMPSON TRACTOR CO	SPI00867453	8377	72.50
57071	THOMPSON TRACTOR CO	SPI00867445	8378	635.07
57071	THOMPSON TRACTOR CO	SPI00867446	8379	144.72
57071	THOMPSON TRACTOR CO	SPI00867454	8380	568.68
57071	THOMPSON TRACTOR CO	SPI00867449	8381	3,462.81
57327	TONY'S TOWING INC	120716	8568	262.50
57327	TONY'S TOWING INC	121305	8731	487.50
57038	TRACTOR & EQUIPMENT - MOBILE	W24571	8869	2,887.06
57038	TRACTOR & EQUIPMENT - MOBILE	W24602	8870	5,138.64
158123	TRANE-MOBILE PARTS CENTER	9896793	8222	3,656.00
158123	TRANE-MOBILE PARTS CENTER	10033317	8223	151.97
158123	TRANE-MOBILE PARTS CENTER	10007847	8224	1,617.00
183743	TRANSUNION RISK & ALTERNATIVE	1896110; MAY 2021	8650	223.80
183743	TRANSUNION RISK & ALTERNATIVE	1508622; MAY 2021	8646	280.00
191451	TREAVOR THICKLEN	4192021	8564	144.20
166975	TSA INC	21-1334	8943	205.00
57304	TWO-WAY COMMUNICATIONS INC	65701	8902	5,583.33
190884	TYLER TECHNOLOGIES, INC.	45-337816	8434	5,100.00
190884	TYLER TECHNOLOGIES, INC.	45-338256	8435	2,800.00
112416	ULINE INC	133151135	8877	469.80
112416	ULINE INC	134238713	8878	303.75
192322	VIA MOBILITY, LLC	INV001-3035	8651	16,500.00
66295	VOLKERT INC	1704018	8436	16,028.20
65201	VULCAN MATERIALS CO	50952664	8498	14,132.16
65201	VULCAN MATERIALS CO	50952663	8936	6,295.24
65007	VULCAN SIGNS	R04957	8167	1,476.46
65007	VULCAN SIGNS	R04958	8171	134.32
65007	VULCAN SIGNS	R04956	8172	8,714.74
169455	W H THOMAS OIL CO INC	370704	8732	1,008.50
169455	W H THOMAS OIL CO INC	373407	8733	1,762.75
84216	W W GRAINGER	9906887451	8879	426.27
84216	W W GRAINGER	988482974/913051	8880	123.27
84216	W W GRAINGER	9903097096	8881	301.53
84216	W W GRAINGER	9871139011	8882	288.36
84216	W W GRAINGER	9845503771	8883	272.92
84216	W W GRAINGER	9894262457/518076	8884	400.90
84216	W W GRAINGER	9906950333/0341/7097	8885	1,317.93
84216	W W GRAINGER	9881975123	8886	569.80

BALDWIN COUNTY COMMISSION  
ACCOUNTS PAYABLE PAYMENTS-JUNE 15, 2021

Vendor #	Vendor	Invoice	Document	Invoice Net
84216	W W GRAINGER	9882897615/623	8887	308.99
84216	W W GRAINGER	9886425314	8888	1,211.92
84216	W W GRAINGER	9886011700	8889	51.69
84216	W W GRAINGER	9887268978/8960	8890	609.94
84216	W W GRAINGER	9888310431	8891	281.18
84216	W W GRAINGER	9891647118	8892	154.16
84216	W W GRAINGER	9892334500	8893	287.17
84216	W W GRAINGER	9893391020	8894	491.05
84216	W W GRAINGER	9894262477	8895	30.00
84216	W W GRAINGER	9896613883	8896	195.79
84216	W W GRAINGER	9897606175	8897	386.76
84216	W W GRAINGER	9897982295	8898	193.38
84216	W W GRAINGER	98403456/31565	8899	2,098.54
84216	W W GRAINGER	9901138173/635863	8900	321.16
84216	W W GRAINGER	9898856399/190467	8901	1,012.82
84216	W W GRAINGER	9910693911	8937	1,546.60
84216	W W GRAINGER	20212610-7	8938	793.07
84216	W W GRAINGER	9888482974	8941	7.10
84216	W W GRAINGER	9892839623CR	8956	(382.66)
85307	WAL-MART SUPERCENTER - BAY MINETTE	TR01231	8946	367.07
60011	WARD INTL TRUCKS - MOBILE	X101015824:01	8743	377.60
60011	WARD INTL TRUCKS - MOBILE	X101017251:01	8744	723.46
174473	WASTE PRO OF FLORIDA	2136667	8573	231.25
181290	WESCO - FOLEY	2001014929	8706	168.52
181290	WESCO - FOLEY	2000997637	8176	59.40
180377	WESCO GAS & WELDING SUPPLY	2001001590	8169	297.20
66024	WESCO RECEIVABLES CORP	989218	8170	252.82
66024	WESCO RECEIVABLES CORP	982717	8168	81.10
66024	WESCO RECEIVABLES CORP	988048	8178	146.90
66024	WESCO RECEIVABLES CORP	988047	8179	162.72
66024	WESCO RECEIVABLES CORP	988046	8180	2,346.75
66024	WESCO RECEIVABLES CORP	988045	8181	129.70
66024	WESCO RECEIVABLES CORP	988044	8182	531.77
66024	WESCO RECEIVABLES CORP	990546	8215	2,078.47
66029	WEST GROUP PAYMENT CENTER	844369455-	8734	170.17
66029	WEST GROUP PAYMENT CENTER	844446542-	8736	1,004.07
80670	WILLIAMS SCOTSMAN INC	9010494761	8804	677.00
180360	WILMA L JAYJOHN	5252021	8799	36.80
66290	WILSON'S SERVICE CENTER	15752	8577	185.00
66357	WM CORPORATE SERVICES, INC.	5252021	8959	1,428.15
146114	WOLFE-BAYFIEW FUNERAL HOMES & CREM, INC	5252021	8653	395.00
66006	WRIGHTS MOTOR PARTS INC	561224	8746	179.94
66006	WRIGHTS MOTOR PARTS INC	561223	8747	72.81
66006	WRIGHTS MOTOR PARTS INC	561513	8750	359.33
66006	WRIGHTS MOTOR PARTS INC	561272	8749	61.52
66006	WRIGHTS MOTOR PARTS INC	561768	8758	185.97
66006	WRIGHTS MOTOR PARTS INC	561494	8756	70.60
66006	WRIGHTS MOTOR PARTS INC	561546	8752	252.65
66391	XEROX CORP	5122021	8599	281.05
				8,350,524.28



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0940, **Version:** 1

**Item #:** EA2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/15/2021

**Item Status:** New

**From:** Cian Harrison, Clerk/Treasurer

Eva Cutsinger, 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 \$2,419,739.74 (two million, four hundred nineteen thousand, seven hundred thirty-nine dollars and seventy-four 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

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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 15, 2021**

Vendor Summary	Totals	Brief Description
1 AFLAC	21,654.06	Payroll
2 AL DEPT OF ENVIRONMENTAL MANAGEMENT	95.00	Permit; S/W
3 AL DEPT OF ENVIRONMENTAL MANAGEMENT	7,060.00	NPDES; S/W
4 ALABAMA CHILD SUPPORT PAYMENT CENTER	2,938.59	Payroll
5 ALABAMA WIDESPREAD HOLDINGS LLC	3,099.02	Land Redemption
6 ANISSA COOK	255.81	Land Redemption
7 AT&T	102.10	Telephone
8 AT&T MOBILITY	453.21	Telephone
9 BALDWIN CNTY COMMISSION - DENTAL 790	14,112.50	Payroll
10 BALDWIN CNTY COMMISSION - HEALTH	307,927.10	Payroll
11 BALDWIN CNTY SHERIFF'S OFFICE	942,200.73	Payroll
12 BALDWIN COUNTY SEWER SERVICE LLC	1,507.29	Utilities
13 BALDWIN EMC	3,249.00	Utilities
14 BENJAMIN ELMORE	4,027.10	Land Redemption
15 BLUE CROSS & BLUE SHIELD OF AL	419,335.15	Payroll
16 CANOPY INVESTMENT COMPANY LLC	9,019.92	Land Redemption
17 CITY OF FAIRHOPE-UTILITIES	328.77	Utilities
18 CITY OF ROBERTSDALE	27,425.00	Utilities
19 CLERK OF COURT, MISSY HOMAN	570.43	Payroll
20 CORRECTIONAL PEACE OFFICERS FOUNDATION	15.00	Payroll
21 CRAFT TRAINING FUND	1,836.00	CICT Fees; May 2021
22 DANIEL O'BRIEN	821.84	Payroll
23 DEPARTMENT OF CHILDREN AND FAMILY SVC	193.84	Payroll
24 EQUITY TRUST CO CUSTODIAN FBO R. HAYNES	5,274.52	Land Redemption
25 FIRST COMMUNITY BANK	526.73	2016 Warrant; Additional Interest
26 FLEXIBLE BENEFITS	9,613.24	Payroll
27 FRONTIER COMMUNICATIONS OF THE SOUTH INC	14.70	Telephone
28 HAGERTY CONSULTING INC	41,992.63	Hurricane Sally PA Recovery
29 HOFFMAN, ANGELA	200.00	Refund: Parks Deposit
30 IRS-TAX PAYMENT	243,499.26	Payroll
31 JEAN MARC PRESCOTT	6,000.24	Land Redemption
32 JERE AUSTILL III	7,413.36	Land Redemption
33 JODY L WISE CIRCUIT CLERK	50.00	Payroll
34 JOEL DUANE WILLIAMS	69.28	Land Redemption
35 JOYCE GUTHRIE HAGLE AND CALVIN B HAGLE	3,850.00	ROW; Hwy
36 KIARA JORDAN	539.80	Land Redemption
37 LEFTWICH, JOSHUA	1,451.83	Land Redemption
38 LIBERTY NATIONAL LIFE	9,703.56	Payroll
39 MCMURRY, BRYCE E JR	1,034.68	Land Redemption
40 MERCURY FUNDING, LLC	53,659.32	Land Redemption
41 METROPOLITAN LIFE INS CO (COBRA)	108.94	Payroll
42 METROPOLITAN LIFE INSURANCE CO	27,664.24	Payroll
43 NATIONWIDE RETIREMENT SOLUTIONS	27,028.00	Payroll
44 NORDEN REALTY LLC	754.42	Land Redemption
45 NORTH BALDWIN HOSPITAL WELLNESS CENTER	117.00	Payroll
46 NORTH BALDWIN UTILITIES	32,056.71	Utilities
47 PRESCOTT, GLENDA TYLER	2,098.49	Land Redemption
48 RETIREMENT SYSTEMS OF AL	154,676.47	Payroll
49 RIVIERA UTILITIES	2,296.17	Utilities
50 RYNO CONSULTING	854.80	Monthly Pay Flow Fee
51 SOUTHERN LINC WIRELESS	1,027.88	Telephone
52 TOWN OF LOXLEY	175.28	Utilities
53 TOWN OF SILVERHILL	192.34	Utilities
54 UNITED WAY OF BALDWIN COUNTY	283.00	Payroll
55 W W GRAINGER	7,385.39	Miscellaneous
56 WARRINER CONSTRUCTION	9,900.00	Fencing; Live Oak Landing
<b>Grand Total</b>	<b>2,419,739.74</b>	

# Baldwin County, AL



## PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

### Detail Invoice List

CHECK RUN: P043021B 05/21/2021  
 DUE DATE: 05/21/2021

CASH ACCOUNT: 999		10010		Treasury Pooled Cash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
10346	AFLAC	0000		INV	03/28/2021	4885		4885			
	<b>ACCOUNT DETAIL</b>					<b>LINE AMOUNT</b>					
	1	100	21705	General	AFLACAP		1,968.97				
	2	105	21705	Juve Fac	AFLACAP		287.92				
	3	109	21705	Anim Shltr	AFLACAP		30.23				
	4	111	21705	7 Cent Gas	AFLACAP		1,935.43				
	5	120	21705	Reappr	AFLACAP		269.37				
	6	140	21705	Counc Age	AFLACAP		40.51				
	7	143	21705	Sec 18	AFLACAP		159.81				
	8	144	21705	Parks	AFLACAP		329.46				
	9	146	21705	ESMPO	AFLACAP		28.28				
	10	510	21705	Solid Wst	AFLACAP		515.82				
	11	511	21705	SW Collect	AFLACAP		1,025.29				
							6,591.09				
10346	AFLAC	0000		INV	04/15/2021	5457		5457			
	<b>ACCOUNT DETAIL</b>					<b>LINE AMOUNT</b>					
	1	100	21705	General	AFLACAP		54.00				
							54.00				
10346	AFLAC	0000		INV	04/11/2021	5751		5751			
	<b>ACCOUNT DETAIL</b>					<b>LINE AMOUNT</b>					
	1	100	21705	General	AFLACAP		3,046.49				
	2	105	21705	Juve Fac	AFLACAP		529.48				
	3	109	21705	Anim Shltr	AFLACAP		144.11				
	4	111	21705	7 Cent Gas	AFLACAP		2,873.68				
	5	120	21705	Reappr	AFLACAP		330.35				
	6	140	21705	Counc Age	AFLACAP		64.36				
	7	143	21705	Sec 18	AFLACAP		180.28				
	8	144	21705	Parks	AFLACAP		590.04				
	9	146	21705	ESMPO	AFLACAP		59.74				
	10	510	21705	Solid Wst	AFLACAP		1,066.07				
	11	511	21705	SW Collect	AFLACAP		1,857.74				
							10,742.34				

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P043021B 05/21/2021  
 DUE DATE: 05/21/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
10346	AFLAC	0000		INV	04/01/2021	1741		5877			
	<b>ACCOUNT DETAIL</b>					<b>LINE AMOUNT</b>					
	1	100	21705	General	AFLACAP		1,077.52				
	2	105	21705	Juve Fac	AFLACAP		241.56				
	3	109	21705	Anim Shltr	AFLACAP		113.88				
	4	111	21705	7 Cent Gas	AFLACAP		938.25				
	5	120	21705	Reappr	AFLACAP		60.98				
	6	140	21705	Counc Age	AFLACAP		23.85				
	7	143	21705	Sec 18	AFLACAP		20.80				
	8	144	21705	Parks	AFLACAP		260.58				
	9	146	21705	ESMPO	AFLACAP		31.46				
	10	510	21705	Solid Wst	AFLACAP		550.25				
	11	511	21705	SW Collect	AFLACAP		832.45				
							4,151.58				
10346	AFLAC	0000		CRM	05/21/2021	4302021		7982			
	<b>ACCOUNT DETAIL</b>					<b>LINE AMOUNT</b>					
	1	100	13410	General	AREmpl		-11.88				
	2	10051962	51220	Personnel	HlthIns		-1.17				
							-13.05				
							<b>CHECK TOTAL</b>				
							<b>21,525.96</b>				
170616	AFLAC	0000		INV	04/11/2021	5762		5762			
	<b>ACCOUNT DETAIL</b>					<b>LINE AMOUNT</b>					
	1	100	21705	General	AFLACAP		56.27				
	2	111	21705	7 Cent Gas	AFLACAP		7.78				
							64.05				
170616	AFLAC	0000		INV	04/01/2021	1741		5922			
	<b>ACCOUNT DETAIL</b>					<b>LINE AMOUNT</b>					
	1	100	21705	General	AFLACAP		56.27				
	2	111	21705	7 Cent Gas	AFLACAP		7.78				
							64.05				
							<b>CHECK TOTAL</b>				
							<b>128.10</b>				

# Baldwin County, AL



## PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

### Detail Invoice List

CHECK RUN: P043021B 05/21/2021  
 DUE DATE: 05/21/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK		
180373	BALDWIN CNTY COMMISS	0000	INV	05/21/2021	4302021		8004				
<b>ACCOUNT DETAIL</b>						<b>LINE AMOUNT</b>					
1	100	13410	General	AREmpl		23.00					
2	111	13410	7 Cent Gas	AREmpl		68.00					
3	111	13410	7 Cent Gas	AREmpl		-10.50					
4	144	13410	Parks	AREmpl		23.00					
5	106	13410	BC Arch	AREmpl		85.00					
6	111	13410	7 Cent Gas	AREmpl		-10.50					
7	790	47860	Self Insur	BCCEEDent		23.00					
8	790	47860	Self Insur	BCCEEDent		23.00					
9	790	47860	Self Insur	BCCEEDent		23.00					
10	790	47860	Self Insur	BCCEEDent		23.00					
11	790	47860	Self Insur	BCCEEDent		23.00					
12	790	47860	Self Insur	BCCEEDent		23.00					
13	790	47860	Self Insur	BCCEEDent		23.00					
14	790	47860	Self Insur	BCCEEDent		23.00					
15	790	47860	Self Insur	BCCEEDent		23.00					
16	790	47860	Self Insur	BCCEEDent		23.00					
17	790	47860	Self Insur	BCCEEDent		23.00					
18	790	47860	Self Insur	BCCEEDent		23.00					
19	790	47860	Self Insur	BCCEEDent		23.00					
20	790	47860	Self Insur	BCCEEDent		23.00					
21	790	47860	Self Insur	BCCEEDent		23.00					
22	790	47860	Self Insur	BCCEEDent		23.00					
23	790	47860	Self Insur	BCCEEDent		23.00					
24	790	47860	Self Insur	BCCEEDent		68.00					
25	790	47860	Self Insur	BCCEEDent		68.00					
26	790	47860	Self Insur	BCCEEDent		68.00					
27	790	47860	Self Insur	BCCEEDent		68.00					
28	790	47860	Self Insur	BCCEEDent		68.00					
29	790	47860	Self Insur	BCCEEDent		68.00					
30	790	47860	Self Insur	BCCEEDent		68.00					
31	790	47860	Self Insur	BCCEEDent		68.00					
32	790	47860	Self Insur	BCCEEDent		68.00					
33	790	47860	Self Insur	BCCEEDent		68.00					
34	790	47860	Self Insur	BCCEEDent		68.00					
<b>CHECK TOTAL</b>						1,317.00					
						<b>1,317.00</b>					

Report generated: 05/21/2021 15:33:22  
 User: Amanda Cunningham (Amanda.  
 Program ID: Cunningham)

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# Baldwin County, AL



## PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

### Detail Invoice List

CHECK RUN: P043021B 05/21/2021  
DUE DATE: 05/21/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK		
186456	BALDWIN CNTY COMMISS	0000	INV	05/21/2021	4302021		7998				

# Baldwin County, AL



## PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

### Detail Invoice List

CHECK RUN: P043021B 05/21/2021  
 DUE DATE: 05/21/2021

CASH ACCOUNT: 999		10010		Treasury Pooled Cash							
VENDOR	ACCOUNT DETAIL		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
											LINE AMOUNT
	1	12051810	51220	Reappraisa	HlthIns			1,012.50			
	2	10052730	51220	Planning	HlthIns			246.50			
	3	11153100	51220	HWY Admin	HlthIns			3.94			
	4	10552610	51220	JD Fac	HlthIns			246.50			
	5	11153100	51220	HWY Admin	HlthIns			1,099.00			
	6	111	13410	7 Cent Gas	AREmpl			332.00			
	7	11153113	51220	HWY A300	HlthIns			0.99			
	8	12051810	51220	Reappraisa	HlthIns			1.97			
	9	10051300	51220	Probate	HlthIns			3.20			
	10	11153113	51220	HWY A300	HlthIns			493.00			
	11	111	13410	7 Cent Gas	AREmpl			82.00			
	12	11153113	51220	HWY A300	HlthIns			-1,069.00			
	13	111	13410	7 Cent Gas	AREmpl			-362.00			
	14	51154801	51220	SW C Admin	HlthIns			136.00			
	15	10651906	51220	Archives	HlthIns			1,099.00			
	16	106	13410	BC Arch	AREmpl			332.00			
	17	11153135	51220	HWY Mowing	HlthIns			523.00			
	18	111	13410	7 Cent Gas	AREmpl			52.00			
	19	11153135	51220	HWY Mowing	HlthIns			-1,099.00			
	20	111	13410	7 Cent Gas	AREmpl			-332.00			
	21	10552610	51220	JD Fac	HlthIns			-444.50			
	22	105	13410	Juve Fac	AREmpl			-90.00			
	23	10051962	51220	Personnel	HlthIns			575.00			
	24	11153112	51220	HWY A200	HlthIns			545.00			
	25	790	47858	Self Insur	BCCEEHlth			30.00			
	26	10051125	51220	Admin	HlthIns			575.00			
	27	10051965	51220	CIS Depar	HlthIns			575.00			
	28	12051810	51220	Reappraisa	HlthIns			575.00			
	29	790	47858	Self Insur	BCCEEHlth			856.00			
	30	11153112	51220	HWY A200	HlthIns			575.00			
	31	14351935	51220	Transp18	HlthIns			575.00			
	32	11153113	51220	HWY A300	HlthIns			475.00			
	33	790	47858	Self Insur	BCCEEHlth			100.00			
	34	10051995	51220	Bldg Maint	HlthIns			475.00			
	35	790	47858	Self Insur	BCCEEHlth			100.00			
	36	10051965	51220	CIS Depar	HlthIns			475.00			
	37	790	47858	Self Insur	BCCEEHlth			956.00			
	38	12051810	51220	Reappraisa	HlthIns			475.00			

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 Program ID: Cunningham)

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# PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

## Detail Invoice List

CHECK RUN: P043021B 05/21/2021  
 DUE DATE: 05/21/2021

CASH ACCOUNT: 999			10010	Treasury Pooled Cash							
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
39	790	47858	Self Insur	BCCEEHlth				100.00			
40	12051810	51220	Reappraisa	HlthIns				475.00			
41	790	47858	Self Insur	BCCEEHlth				100.00			
42	11153113	51220	HWY A300	HlthIns				475.00			
43	790	47858	Self Insur	BCCEEHlth				100.00			
44	10051300	51220	Probate	HlthIns				475.00			
45	790	47858	Self Insur	BCCEEHlth				100.00			
46	11153120	51220	HWY Constr	HlthIns				475.00			
47	790	47858	Self Insur	BCCEEHlth				100.00			
48	10051300	51220	Probate	HlthIns				445.00			
49	790	47858	Self Insur	BCCEEHlth				130.00			
50	10052730	51220	Planning	HlthIns				475.00			
51	790	47858	Self Insur	BCCEEHlth				100.00			
52	51154800	51220	Gbage Coll	HlthIns				475.00			
53	790	47858	Self Insur	BCCEEHlth				956.00			
54	11153100	51220	HWY Admin	HlthIns				475.00			
55	790	47858	Self Insur	BCCEEHlth				100.00			
56	11153130	51220	HWY Maint	HlthIns				445.00			
57	790	47858	Self Insur	BCCEEHlth				130.00			
58	10051125	51220	Admin	HlthIns				445.00			
59	790	47858	Self Insur	BCCEEHlth				130.00			
60	11153111	51220	HWY A100	HlthIns				475.00			
61	790	47858	Self Insur	BCCEEHlth				100.00			
62	14457200	51220	Parks Dept	HlthIns				475.00			
63	790	47858	Self Insur	BCCEEHlth				100.00			
64	10051300	51220	Probate	HlthIns				475.00			
65	790	47858	Self Insur	BCCEEHlth				100.00			
66	10552610	51220	JD Fac	HlthIns				475.00			
67	790	47858	Self Insur	BCCEEHlth				100.00			
68	10051962	51220	Personnel	HlthIns				475.00			
69	790	47858	Self Insur	BCCEEHlth				100.00			
70	11153130	51220	HWY Maint	HlthIns				445.00			
71	790	47858	Self Insur	BCCEEHlth				130.00			
72	10051962	51220	Personnel	HlthIns				475.00			
73	790	47858	Self Insur	BCCEEHlth				100.00			
74	11153111	51220	HWY A100	HlthIns				475.00			
75	790	47858	Self Insur	BCCEEHlth				100.00			
76	11153111	51220	HWY A100	HlthIns				445.00			
77	790	47858	Self Insur	BCCEEHlth				130.00			

Report generated: 05/21/2021 15:33:22  
 User: Amanda Cunningham (Amanda.  
 Program ID: Cunningham)

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# Baldwin County, AL



## PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

### Detail Invoice List

CHECK RUN: P043021B 05/21/2021  
 DUE DATE: 05/21/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash									
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
78	10051965	51220	CIS Depar		HlthIns		445.00					
79	790	47858	Self Insur		BCCEEHlth		130.00					
80	14351935	51220	Transp18		HlthIns		475.00					
81	790	47858	Self Insur		BCCEEHlth		956.00					
82	11153112	51220	HWY A200		HlthIns		445.00					
83	790	47858	Self Insur		BCCEEHlth		130.00					
84	14351935	51220	Transp18		HlthIns		475.00					
85	790	47858	Self Insur		BCCEEHlth		100.00					
86	10052710	51220	Bldg Insp		HlthIns		475.00					
87	790	47858	Self Insur		BCCEEHlth		100.00					
88	12051810	51220	Reappraisa		HlthIns		475.00					
89	790	47858	Self Insur		BCCEEHlth		100.00					
90	11153111	51220	HWY A100		HlthIns		475.00					
91	790	47858	Self Insur		BCCEEHlth		100.00					
92	10051125	51220	Admin		HlthIns		475.00					
93	790	47858	Self Insur		BCCEEHlth		100.00					
								27,541.10				
								<b>CHECK TOTAL</b>	<b>27,541.10</b>			
64266	CORRECTIONAL PEACE OF		0000		INV	04/11/2021	5758			5758		
								<b>LINE AMOUNT</b>				
1	105	21706	Juve Fac		CPOFAP		2.50					
2	510	21706	Solid Wst		CPOFAP		5.00					
64266	CORRECTIONAL PEACE OF		0000		INV	04/01/2021	1741	7.50		5953		
								<b>LINE AMOUNT</b>				
1	105	21706	Juve Fac		CPOFAP		2.50					
2	510	21706	Solid Wst		CPOFAP		5.00					
								7.50				
								<b>CHECK TOTAL</b>	<b>15.00</b>			

# Baldwin County, AL



## PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

### Detail Invoice List

CHECK RUN: P043021B 05/21/2021  
 DUE DATE: 05/21/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
39441	LIBERTY NATIONAL LIFE		0000		INV	03/28/2021	4887		4887		
	<b>ACCOUNT DETAIL</b>						<b>LINE AMOUNT</b>				
	1 100	21700		General	LibNatInAP		617.70				
	2 105	21700		Juve Fac	LibNatInAP		71.01				
	3 109	21700		Anim Shltr	LibNatInAP		25.04				
	4 111	21700		7 Cent Gas	LibNatInAP		644.97				
	5 120	21700		Reappr	LibNatInAP		166.94				
	6 140	21700		Counc Age	LibNatInAP		22.25				
	7 143	21700		Sec 18	LibNatInAP		120.44				
	8 144	21700		Parks	LibNatInAP		114.22				
	9 510	21700		Solid Wst	LibNatInAP		184.64				
	10 511	21700		SW Collect	LibNatInAP		162.03				
								2,129.24			
39441	LIBERTY NATIONAL LIFE		0000		INV	04/15/2021	5460		5460		
	<b>ACCOUNT DETAIL</b>						<b>LINE AMOUNT</b>				
	1 100	21700		General	LibNatInAP		55.66				
								55.66			
39441	LIBERTY NATIONAL LIFE		0000		INV	04/11/2021	5753		5753		
	<b>ACCOUNT DETAIL</b>						<b>LINE AMOUNT</b>				
	1 100	21700		General	LibNatInAP		1,294.83				
	2 105	21700		Juve Fac	LibNatInAP		194.50				
	3 109	21700		Anim Shltr	LibNatInAP		115.35				
	4 111	21700		7 Cent Gas	LibNatInAP		1,555.82				
	5 120	21700		Reappr	LibNatInAP		425.11				
	6 140	21700		Counc Age	LibNatInAP		27.25				
	7 143	21700		Sec 18	LibNatInAP		313.24				
	8 144	21700		Parks	LibNatInAP		187.22				
	9 510	21700		Solid Wst	LibNatInAP		325.84				
	10 511	21700		SW Collect	LibNatInAP		385.72				
								4,824.88			

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P043021B 05/21/2021  
 DUE DATE: 05/21/2021

CASH ACCOUNT: 999		10010		Treasury Pooled Cash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
39441	LIBERTY NATIONAL LIFE	0000		INV	04/01/2021	1741		5950			
	<b>ACCOUNT DETAIL</b>										
										<b>LINE AMOUNT</b>	
	1 100	21700	General	LibNatInAP						677.13	
	2 105	21700	Juve Fac	LibNatInAP						123.49	
	3 109	21700	Anim Shltr	LibNatInAP						90.31	
	4 111	21700	7 Cent Gas	LibNatInAP						910.85	
	5 120	21700	Reappr	LibNatInAP						258.17	
	6 140	21700	Counc Age	LibNatInAP						5.00	
	7 143	21700	Sec 18	LibNatInAP						128.80	
	8 144	21700	Parks	LibNatInAP						73.00	
	9 510	21700	Solid Wst	LibNatInAP						141.20	
	10 511	21700	SW Collect	LibNatInAP						223.69	
							2,631.64				
39441	LIBERTY NATIONAL LIFE	0000		INV	05/21/2021	4302021		7992			
	<b>ACCOUNT DETAIL</b>										
										<b>LINE AMOUNT</b>	
	1 143	13410	Sec 18	AREmpl						64.00	
	2 10051962	51230	Personnel	Life Ins						-1.86	
							62.14				
							<b>CHECK TOTAL</b>			<b>9,703.56</b>	
191391	METROPOLITAN LIFE INS	0000		INV	04/15/2021	5467		5467			
	<b>ACCOUNT DETAIL</b>										
										<b>LINE AMOUNT</b>	
	1 100	21702	General	ERLife						22.62	
							22.62				

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P043021B 05/21/2021  
 DUE DATE: 05/21/2021

CASH ACCOUNT: 999		10010		Treasury Pooled Cash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
191391	METROPOLITAN LIFE INS	0000		INV	04/01/2021	1741		6138			
	<b>ACCOUNT DETAIL</b>										
							<b>LINE AMOUNT</b>				
	1 100 21702		General	ERLife			1,043.74				
	2 103 21702		Cnty Trans	ERLife			4.71				
	3 104 21702		Legis Del	ERLife			14.13				
	4 105 21702		Juve Fac	ERLife			80.07				
	5 106 21702		BC Arch	ERLife			9.42				
	6 109 21702		Anim Shltr	ERLife			56.52				
	7 111 21702		7 Cent Gas	ERLife			697.78				
	8 120 21702		Reappr	ERLife			199.47				
	9 140 21702		Counc Age	ERLife			36.03				
	10 143 21702		Sec 18	ERLife			124.12				
	11 144 21702		Parks	ERLife			83.13				
	12 146 21702		ESMPO	ERLife			9.42				
	13 510 21702		Solid Wst	ERLife			180.39				
	14 511 21702		SW Collect	ERLife			292.02				
	15 10051995 51230		Bldg Maint	Life Ins			4.71				
	16 10051992 51230		C Annex	Life Ins			4.71				
	17 11153111 51230		HWY A100	Life Ins			4.71				
								2,845.08			
191391	METROPOLITAN LIFE INS	0000		INV	04/30/2021	6552		6552			
	<b>ACCOUNT DETAIL</b>										
							<b>LINE AMOUNT</b>				
	1 100 21702		General	ERLife			4.71				
								4.71			
191391	METROPOLITAN LIFE INS	0000		INV	05/21/2021	4302021		7988			
	<b>ACCOUNT DETAIL</b>										
							<b>LINE AMOUNT</b>				
	1 10051965 51230		CIS Depar	Life Ins			4.71				
	2 11153100 51230		HWY Admin	Life Ins			4.71				
	3 10051300 51230		Probate	Life Ins			4.71				
	4 14457200 51230		Parks Dept	Life Ins			9.42				
	5 10651906 51230		Archives	Life Ins			4.71				
	6 14351935 51230		Transp18	Life Ins			-1.17				
	7 10051965 51230		CIS Depar	Life Ins			-4.71				
	8 11153100 51230		HWY Admin	Life Ins			-4.71				
	9 10651906 51230		Archives	Life Ins			-4.71				
								12.96			
							<b>CHECK TOTAL</b>	<b>2,885.37</b>			

Baldwin County, AL



PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: P043021B 05/21/2021  
 DUE DATE: 05/21/2021

CASH ACCOUNT: 999		10010		Treasury Pooled Cash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
191521	METROPOLITAN LIFE INS	0000		INV	04/15/2021	5468		5468			
	<b>ACCOUNT DETAIL</b>					<b>LINE AMOUNT</b>					
	1 100 21701		General	EELife		55.20					
							55.20				
191521	METROPOLITAN LIFE INS	0000		INV	04/11/2021	5768		5768			
	<b>ACCOUNT DETAIL</b>					<b>LINE AMOUNT</b>					
	1 100 21701		General	EELife		2,517.95					
	2 105 21701		Juve Fac	EELife		207.60					
	3 106 21701		BC Arch	EELife		19.55					
	4 109 21701		Anim Shltr	EELife		27.39					
	5 111 21701		7 Cent Gas	EELife		887.66					
	6 120 21701		Reappr	EELife		481.41					
	7 140 21701		Counc Age	EELife		88.65					
	8 143 21701		Sec 18	EELife		360.12					
	9 144 21701		Parks	EELife		129.18					
	10 146 21701		ESMPO	EELife		5.95					
	11 510 21701		Solid Wst	EELife		342.54					
	12 511 21701		SW Collect	EELife		363.56					
	13 100 13410		General	AREmpl		5.00					
	14 109 13410		Anim Shltr	AREmpl		10.89					
	15 100 13410		General	AREmpl		4.14					
							5,451.59				
191521	METROPOLITAN LIFE INS	0000		INV	04/01/2021	1741-2		6153			
	<b>ACCOUNT DETAIL</b>					<b>LINE AMOUNT</b>					
	1 100 21701		General	EELife		2,522.95					
	2 105 21701		Juve Fac	EELife		207.60					
	3 106 21701		BC Arch	EELife		-10.11					
	4 109 21701		Anim Shltr	EELife		38.29					
	5 111 21701		7 Cent Gas	EELife		887.66					
	6 120 21701		Reappr	EELife		481.41					
	7 140 21701		Counc Age	EELife		88.65					
	8 143 21701		Sec 18	EELife		360.12					
	9 144 21701		Parks	EELife		129.18					
	10 146 21701		ESMPO	EELife		5.95					
	11 510 21701		Solid Wst	EELife		342.54					
	12 511 21701		SW Collect	EELife		363.56					
	13 100 13410		General	AREmpl		4.15					
							5,421.95				

Report generated: 05/21/2021 15:33:22  
 User: Amanda Cunningham (Amanda.  
 Program ID: Cunningham)

apwarrnt

# Baldwin County, AL



## PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

### Detail Invoice List

CHECK RUN: P043021B 05/21/2021  
 DUE DATE: 05/21/2021

CASH ACCOUNT: 999		10010		Treasury Pooled Cash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
191521	METROPOLITAN LIFE INS	0000		CRM	05/21/2021	4302021		7986			
	<b>ACCOUNT DETAIL</b>										
						<b>LINE AMOUNT</b>					
	1 111 13410		7 Cent Gas	AREmpl		-0.60					
	2 106 13410		BC Arch	AREmpl		29.66					
	3 10051962 51230		Personnel	Life Ins		-0.71					
	4 106 13410		BC Arch	AREmpl		-29.65					
							-1.30				
						<b>CHECK TOTAL</b>	<b>10,927.44</b>				
191522	METROPOLITAN LIFE INS	0000		INV	04/11/2021	5769		5769			
	<b>ACCOUNT DETAIL</b>										
						<b>LINE AMOUNT</b>					
	1 100 21704		General	EESTD		716.13					
	2 104 21704		Legis Del	EESTD		7.30					
	3 105 21704		Juve Fac	EESTD		46.43					
	4 109 21704		Anim Shltr	EESTD		24.40					
	5 111 21704		7 Cent Gas	EESTD		495.29					
	6 120 21704		Reappr	EESTD		202.57					
	7 140 21704		Counc Age	EESTD		65.66					
	8 143 21704		Sec 18	EESTD		118.68					
	9 144 21704		Parks	EESTD		34.37					
	10 146 21704		ESMPO	EESTD		5.80					
	11 510 21704		Solid Wst	EESTD		126.08					
	12 511 21704		SW Collect	EESTD		116.30					
	13 100 21704		General	EESTD		6.81					
							1,965.82				

# Baldwin County, AL



## PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

### Detail Invoice List

CHECK RUN: P043021B 05/21/2021  
 DUE DATE: 05/21/2021

CASH ACCOUNT: 999		10010		Treasury Pooled Cash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
191522	METROPOLITAN LIFE INS	0000		INV	04/01/2021	1741		6139			
	<b>ACCOUNT DETAIL</b>										
							<b>LINE AMOUNT</b>				
	1 100 21704		General	EESTD			714.90				
	2 104 21704		Legis Del	EESTD			7.30				
	3 105 21704		Juve Fac	EESTD			46.43				
	4 109 21704		Anim Shltr	EESTD			24.40				
	5 111 21704		7 Cent Gas	EESTD			495.29				
	6 120 21704		Reappr	EESTD			202.57				
	7 140 21704		Counc Age	EESTD			65.66				
	8 143 21704		Sec 18	EESTD			118.68				
	9 144 21704		Parks	EESTD			25.59				
	10 146 21704		ESMPO	EESTD			5.80				
	11 510 21704		Solid Wst	EESTD			126.08				
	12 511 21704		SW Collect	EESTD			116.30				
								1,949.00			
191522	METROPOLITAN LIFE INS	0000		INV	04/30/2021	6553		6553			
	<b>ACCOUNT DETAIL</b>										
							<b>LINE AMOUNT</b>				
	1 100 21704		General	EESTD			8.05				
								8.05			
191522	METROPOLITAN LIFE INS	0000		CRM	05/21/2021	4302021		7983			
	<b>ACCOUNT DETAIL</b>										
							<b>LINE AMOUNT</b>				
	1 144 13410		Parks	AREmpl			8.78				
	2 10051962 54990		Personnel	MiscExp			-1.39				
	3 111 13410		7 Cent Gas	AREmpl			-9.39				
	4 144 13410		Parks	AREmpl			-17.55				
								-19.55			
							<b>CHECK TOTAL</b>	<b>3,903.32</b>			

# Baldwin County, AL



## PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

### Detail Invoice List

CHECK RUN: P043021B 05/21/2021  
 DUE DATE: 05/21/2021

CASH ACCOUNT: 999		10010		Treasury Pooled Cash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
191523	METROPOLITAN LIFE INS	0000		INV	04/01/2021	1741		6123			
	<b>ACCOUNT DETAIL</b>										
							<b>LINE AMOUNT</b>				
	1 100 21703		General	ERLTD			1,852.95				
	2 103 21703		Cnty Trans	ERLTD			5.90				
	3 104 21703		Legis Del	ERLTD			19.99				
	4 105 21703		Juve Fac	ERLTD			123.73				
	5 106 21703		BC Arch	ERLTD			18.43				
	6 109 21703		Anim Shltr	ERLTD			64.57				
	7 111 21703		7 Cent Gas	ERLTD			1,071.49				
	8 120 21703		Reappr	ERLTD			346.53				
	9 140 21703		Counc Age	ERLTD			57.89				
	10 143 21703		Sec 18	ERLTD			186.76				
	11 144 21703		Parks	ERLTD			114.68				
	12 146 21703		ESMPO	ERLTD			16.86				
	13 510 21703		Solid Wst	ERLTD			299.84				
	14 511 21703		SW Collect	ERLTD			405.67				
	15 10051995 51290		Bldg Maint	Disablil			7.15				
	16 10051992 51290		C Annex	Disablil			4.48				
	17 11153111 51290		HWY A100	Disablil			3.79				
								4,600.71			
191523	METROPOLITAN LIFE INS	0000		INV	04/30/2021	6554		6554			
	<b>ACCOUNT DETAIL</b>										
							<b>LINE AMOUNT</b>				
	1 100 21703		General	ERLTD			12.69				
								12.69			
191523	METROPOLITAN LIFE INS	0000		INV	05/21/2021	4302021		7987			
	<b>ACCOUNT DETAIL</b>										
							<b>LINE AMOUNT</b>				
	1 10051965 51290		CIS Depar	Disablil			7.53				
	2 11153100 51290		HWY Admin	Disablil			4.48				
	3 10052730 51290		Planning	Disablil			5.07				
	4 14457200 51290		Parks Dept	Disablil			10.28				
	5 10052730 51290		Planning	Disablil			1.63				
	6 11153113 51290		HWY A300	Disablil			-1.66				
	7 10651906 51290		Archives	Disablil			5.19				
	8 10051962 51230		Personnel	Life Ins			-0.01				
	9 10051965 51290		CIS Depar	Disablil			-7.52				
	10 11153100 51290		HWY Admin	Disablil			-4.48				
	11 10651906 51290		Archives	Disablil			-5.19				
								15.32			

# Baldwin County, AL



## PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

### Detail Invoice List

CHECK RUN: P043021B 05/21/2021  
 DUE DATE: 05/21/2021

CASH ACCOUNT: 999		10010		Treasury Pooled Cash						
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
<b>CHECK TOTAL</b>						<b>4,628.72</b>				
191524	METROPOLITAN LIFE INS	0000	INV	03/28/2021	4894		4894			
<b>ACCOUNT DETAIL</b>						<b>LINE AMOUNT</b>				
	1 100	21707	General	VisionAP		973.82				
	2 105	21707	Juve Fac	VisionAP		84.18				
	3 106	21707	BC Arch	VisionAP		11.96				
	4 109	21707	Anim Shltr	VisionAP		25.76				
	5 111	21707	7 Cent Gas	VisionAP		503.47				
	6 120	21707	Reappr	VisionAP		208.61				
	7 140	21707	Counc Age	VisionAP		53.82				
	8 143	21707	Sec 18	VisionAP		98.21				
	9 144	21707	Parks	VisionAP		63.02				
	10 510	21707	Solid Wst	VisionAP		96.83				
	11 511	21707	SW Collect	VisionAP		241.96				
	12 100	13410	General	AREmpl		4.60				
						2,366.24				
191524	METROPOLITAN LIFE INS	0000	INV	04/15/2021	5469		5469			
<b>ACCOUNT DETAIL</b>						<b>LINE AMOUNT</b>				
	1 100	21707	General	VisionAP		50.57				
						50.57				
191524	METROPOLITAN LIFE INS	0000	INV	04/11/2021	5770		5770			
<b>ACCOUNT DETAIL</b>						<b>LINE AMOUNT</b>				
	1 100	21707	General	VisionAP		1,055.47				
	2 105	21707	Juve Fac	VisionAP		88.78				
	3 106	21707	BC Arch	VisionAP		11.96				
	4 109	21707	Anim Shltr	VisionAP		18.40				
	5 111	21707	7 Cent Gas	VisionAP		564.42				
	6 120	21707	Reappr	VisionAP		208.61				
	7 140	21707	Counc Age	VisionAP		65.78				
	8 143	21707	Sec 18	VisionAP		126.73				
	9 144	21707	Parks	VisionAP		78.89				
	10 510	21707	Solid Wst	VisionAP		120.06				
	11 511	21707	SW Collect	VisionAP		283.36				
	12 100	21707	General	VisionAP		4.60				
	13 109	21707	Anim Shltr	VisionAP		11.95				
	14 100	21707	General	VisionAP		4.59				
						2,643.60				

Report generated: 05/21/2021 15:33:22  
 User: Amanda Cunningham (Amanda.  
 Program ID: Cunningham)

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**PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT**

**Detail Invoice List**

CHECK RUN: P043021B 05/21/2021  
 DUE DATE: 05/21/2021

CASH ACCOUNT: 999		10010		Treasury Pooled Cash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
191524	METROPOLITAN LIFE INS	0000		INV	04/01/2021	1741		6119			
	<b>ACCOUNT DETAIL</b>										
										<b>LINE AMOUNT</b>	
	1 100 21707		General	VisionAP			86.25				
	3 105 21707		Juve Fac	VisionAP			4.60				
	4 109 21707		Anim Shltr	VisionAP			4.60				
	5 111 21707		7 Cent Gas	VisionAP			37.03				
	6 140 21707		Counc Age	VisionAP			11.96				
	7 143 21707		Sec 18	VisionAP			28.52				
	8 144 21707		Parks	VisionAP			6.67				
	9 510 21707		Solid Wst	VisionAP			23.23				
	10 511 21707		SW Collect	VisionAP			41.40				
								244.26			
191524	METROPOLITAN LIFE INS	0000		INV	04/30/2021	6555		6555			
	<b>ACCOUNT DETAIL</b>										
										<b>LINE AMOUNT</b>	
	1 100 21707		General	VisionAP			10.58				
								10.58			
191524	METROPOLITAN LIFE INS	0000		INV	05/21/2021	4302021		7989			
	<b>ACCOUNT DETAIL</b>										
										<b>LINE AMOUNT</b>	
	1 111 13410		7 Cent Gas	AREmpl			23.92				
	2 100 13410		General	AREmpl			-10.59				
	3 144 13410		Parks	AREmpl			18.39				
	4 10051962 54990		Personnel	MiscExp			-3.67				
	5 111 13410		7 Cent Gas	AREmpl			-23.91				
								4.14			
								<b>CHECK TOTAL</b>		<b>5,319.39</b>	
192000	METROPOLITAN LIFE INS	0000		INV	05/21/2021	4302021		7991			
	<b>ACCOUNT DETAIL</b>										
										<b>LINE AMOUNT</b>	
	1 100 13410		General	AREmpl			13.33				
	2 100 13410		General	AREmpl			9.19				
	3 100 13410		General	AREmpl			9.19				
	4 111 13410		7 Cent Gas	AREmpl			13.33				
	5 143 13410		Sec 18	AREmpl			23.91				
	6 100 13410		General	AREmpl			13.33				
	7 120 13410		Reappr	AREmpl			13.33				
	8 120 13410		Reappr	AREmpl			13.33				
								108.94			
								<b>CHECK TOTAL</b>		<b>108.94</b>	



# Baldwin County, AL



## PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

### Detail Invoice List

CHECK RUN: P043021B 05/21/2021  
 DUE DATE: 05/21/2021

CASH ACCOUNT: 999		10010		Treasury Pooled Cash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
40624	UNITED WAY OF BALDWIN	0000		INV	04/11/2021	5754		5754			
	<b>ACCOUNT DETAIL</b>										
										<b>LINE AMOUNT</b>	
	1 100	21776	General	UnFundNrth						55.50	
	2 104	21776	Legis Del	UnFundNrth						15.00	
	3 105	21776	Juve Fac	UnFundNrth						1.00	
	4 111	21776	7 Cent Gas	UnFundNrth						24.00	
	5 120	21776	Reappr	UnFundNrth						15.00	
	6 140	21776	Counc Age	UnFundNrth						5.50	
	7 143	21776	Sec 18	UnFundNrth						5.00	
	8 144	21776	Parks	UnFundNrth						2.00	
	9 510	21776	Solid Wst	UnFundNrth						5.00	
	10 511	21776	SW Collect	UnFundNrth						6.00	
							134.00				
40624	UNITED WAY OF BALDWIN	0000		INV	04/01/2021	1741		5952			
	<b>ACCOUNT DETAIL</b>										
										<b>LINE AMOUNT</b>	
	1 100	21776	General	UnFundNrth						55.50	
	2 104	21776	Legis Del	UnFundNrth						15.00	
	3 105	21776	Juve Fac	UnFundNrth						1.00	
	4 111	21776	7 Cent Gas	UnFundNrth						24.00	
	5 120	21776	Reappr	UnFundNrth						15.00	
	6 140	21776	Counc Age	UnFundNrth						5.50	
	7 143	21776	Sec 18	UnFundNrth						5.00	
	8 144	21776	Parks	UnFundNrth						2.00	
	9 510	21776	Solid Wst	UnFundNrth						5.00	
	10 511	21776	SW Collect	UnFundNrth						6.00	
							134.00				
										<b>CHECK TOTAL</b>	
										<b>283.00</b>	
<b>45 INVOICES</b>							<b>WARRANT TOTAL</b>	<b>88,403.90</b>	<b>88,403.90</b>		

# PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

## Detail Invoice List

CHECK RUN: 1052521B 05/25/2021  
 DUE DATE: 05/25/2021

CASH ACCOUNT: 999		10010		Treasury Pooled Cash						
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
86191	WARRINER CONSTRUCTION	0000	20212475	INV	05/25/2021	33856		8094		
<b>ACCOUNT DETAIL</b>						<b>LINE AMOUNT</b>				
1	14457238	55240	Live Oak	CapImpro		9,900.00				
							9,900.00			
						<b>CHECK TOTAL</b>	<b>9,900.00</b>			
<b>1</b>	<b>INVOICES</b>				<b>WARRANT TOTAL</b>	<b>9,900.00</b>	<b>9,900.00</b>			

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 624		NEW INVOICES						
VENDOR REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	
APPROVED PAID INVOICES								
186517 00000 FIRST COMMUNITY	8132 5262021; 2016		M052621A	526.73	.00	.00	9205833	
CASH 999 ACCT 10010	2021/08 DEPT 51700	INV 05/26/2021 DUE 05/26/2021	SEP-CHK: N DESC:ADDITIONAL INTEREST; 2016 WARRANT	DISC: .00	30410304 56220		526.73 1099:	
1 APPROVED PAID INVOICES				TOTAL	526.73			
1 INVOICE(S)			REPORT POST TOTAL	526.73				

INVOICE ENTRY PROOF LIST

CLERK: Amanda.Cunningham BATCH: 628 NEW INVOICES  
 DOCUMENT  
 VENDOR REMIT NAME INVOICE PO CHECK RUN NET AMOUNT EXCEEDS PO BY PO BALANCE CHK/WIRE

APPROVED PAID INVOICES

14125	00000	BLUE CROSS & BLU	8158		M052621B	-16,375.44	.00	.00	9205834
			42257 998 5142021						
CASH 999	2021/08	INV 05/14/2021	SEP-CHK: N	DISC: .00		79010790 51204		370.40	1099:
ACCT 10010	DEPT 51700	DUE 05/26/2021	DESC:BCSO WEEKLY CLAIMS	5/10-5/14/21		79010790 51204		2,007.12	1099:
						79010790 51204		132.00	1099:
						79010790 51526		301.14	1099:
						790 47861		-136.00	1099:
						79010790 51202		23,974.19	1099:
						79010790 51202		7,438.40	1099:
						79010790 51202		184.20	1099:
						79010790 51202		-47,748.59	1099:
						79010790 51202		.02	1099:
						79010790 51202		-54.00	1099:
						790 47859		-2,844.32	1099:
14125	00000	BLUE CROSS & BLU	8160		M052621B	48,015.14	.00	.00	9205835
			42257 998 5212021						
CASH 999	2021/08	INV 05/21/2021	SEP-CHK: N	DISC: .00		79010790 51204		382.00	1099:
ACCT 10010	DEPT 51700	DUE 05/26/2021	DESC:BCSO WEEKLY CLAIMS	5/17-5/21/21		79010790 51204		2,099.40	1099:
						79010790 51204		85.60	1099:
						79010790 51204		168.00	1099:
						79010790 51526		328.20	1099:
						79010790 51202		37,036.93	1099:
						79010790 51202		7,915.01	1099:
14125	00000	BLUE CROSS & BLU	8161		M052621B	-11,824.42	.00	.00	9205836
			42257 999 5142021						
CASH 999	2021/08	INV 05/14/2021	SEP-CHK: N	DISC: .00		79010790 51203		1,180.00	1099:
ACCT 10010	DEPT 51700	DUE 05/26/2021	DESC:BCC WEEKLY CLAIMS	5/10-5/14/21		79010790 51203		2,352.50	1099:
						79010790 51203		789.40	1099:
						79010790 51522		518.62	1099:
						790 47860		-477.00	1099:
						790 47860		-46.00	1099:
						79010790 51201		100,884.67	1099:
						79010790 51201		5,343.92	1099:
						79010790 51201		328.18	1099:
						79010790 51520		491.20	1099:
						79010790 51201		-118,365.99	1099:
						790 47858		-4,823.92	1099:



INVOICE ENTRY PROOF LIST

CLERK: Amanda.Cunningham		BATCH: 628		NEW INVOICES				
VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
14125	00000 BLUE CROSS & BLU	8162		M052621B	153,617.85	.00	.00	9205837
		42257	999 5212021					
CASH 999	2021/08	INV 05/21/2021	SEP-CHK: N	DISC: .00				
ACCT 10010	DEPT 51700	DUE 05/26/2021	DESC:BCC WEEKLY CLAIMS	5/17-5/21/21				
					79010790	51203	3,851.12	1099:
					79010790	51203	4,187.75	1099:
					79010790	51203	438.80	1099:
					79010790	51522	1,017.32	1099:
					79010790	51201	138,124.23	1099:
					79010790	51201	5,388.95	1099:
					79010790	51201	609.68	1099:
4 APPROVED PAID INVOICES				TOTAL	173,433.13			
4 INVOICE(S)				REPORT POST TOTAL	173,433.13			

# PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

## Detail Invoice List

CHECK RUN: 1022621A 05/26/2021

DUE DATE: 05/26/2021

CASH ACCOUNT: 999		10010		Treasury Pooled Cash						
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
10224	AL DEPT OF ENVIRONMEN	0000	INV	05/26/2021	RENEWEAL; T. GRAHAM		8093			
<b>ACCOUNT DETAIL</b>					<b>LINE AMOUNT</b>					
1	51054100	51700	SW Admin	Training		95.00				
					<b>CHECK TOTAL</b>	<b>95.00</b>				
<b>1</b>	<b>INVOICES</b>			<b>WARRANT TOTAL</b>		<b>95.00</b>				

**PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT**

**Detail Invoice List**

CHECK RUN: 1052621B 05/26/2021  
 DUE DATE: 05/26/2021

CASH ACCOUNT: 999 10010		Treasury Pooled Cash							
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
97691	BALDWIN COUNTY SEWER	0000	INV	05/26/2021	5272021				
<b>ACCOUNT DETAIL</b>						<b>LINE AMOUNT</b>			
	1 11153555 52402		HWY Bldgs	WatSewer		114.45			
	2 14457200 52402		Parks Dept	WatSewer		114.45			
	3 10955410 52402		Animal She	WatSewer		508.94			
	4 51054555 52402		SW Bldg	WatSewer		655.00			
	5 11153555 52402		HWY Bldgs	WatSewer		114.45			
							1,507.29		
							<b>CHECK TOTAL</b>		<b>1,507.29</b>
14005	BALDWIN EMC	0000	INV	05/26/2021	5/17/2021				8195
<b>ACCOUNT DETAIL</b>						<b>LINE AMOUNT</b>			
	1 11153135 52490		HWY Mowing	TraffLight		22.00			
	2 11153135 52490		HWY Mowing	TraffLight		22.00			
	3 11153135 52490		HWY Mowing	TraffLight		32.00			
	4 11153135 52490		HWY Mowing	TraffLight		32.00			
	5 11153135 52490		HWY Mowing	TraffLight		17.00			
	6 14457200 52401		Parks Dept	Electricit		83.00			
	7 11153135 52490		HWY Mowing	TraffLight		32.00			
	8 14457200 52401		Parks Dept	Electricit		124.00			
	9 14457200 52401		Parks Dept	Electricit		28.00			
	10 11153135 52490		HWY Mowing	TraffLight		21.00			
	11 11153135 52490		HWY Mowing	TraffLight		21.00			
	12 14457239 52401		Bicentenni	Electricit		50.00			
	13 11153135 52490		HWY Mowing	TraffLight		17.00			
	14 11153135 52490		HWY Mowing	TraffLight		17.00			
	15 14457238 52401		Live Oak	Electricit		618.00			
							1,136.00		
							<b>CHECK TOTAL</b>		<b>1,136.00</b>
19021	CITY OF FAIRHOPE-UTIL	0000	INV	05/26/2021	5202021				8197
<b>ACCOUNT DETAIL</b>						<b>LINE AMOUNT</b>			
	1 14457200 52402		Parks Dept	WatSewer		16.10			
							16.10		
							<b>CHECK TOTAL</b>		<b>16.10</b>

**PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT**

**Detail Invoice List**

CHECK RUN: I052621B 05/26/2021  
 DUE DATE: 05/26/2021

CASH ACCOUNT: 999 10010 Treasury Pooled Cash		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
54257	FRONTIER COMMUNICATIO	0000		INV	05/26/2021	251-577-6655;MAY'21				8186
<b>ACCOUNT DETAIL</b>							<b>LINE AMOUNT</b>			
1	10051101 52290		Tele Syst	OthrChgs			14.70			
							<b>CHECK TOTAL</b>	<b>14.70</b>		
1882	HAGERTY CONSULTING IN	0000		INV	05/26/2021	6619				8187
<b>ACCOUNT DETAIL</b>							<b>LINE AMOUNT</b>			
1	10052710 51500		Bldg Insp	ContrSvcs			160.00			
2	10052400 51500		CoronerBU	ContrSvcs			320.00			
3	10052300 51500		EMA	ContrSvcs			320.00			
							<b>CHECK TOTAL</b>	<b>800.00</b>		
1926	HOFFMAN, ANGELA	0000		INV	05/26/2021	5212021				8188
<b>ACCOUNT DETAIL</b>							<b>LINE AMOUNT</b>			
1	144 21103		Parks	CustDep			200.00			
							<b>CHECK TOTAL</b>	<b>200.00</b>		
19003	NORTH BALDWIN UTILITI	0000		INV	05/26/2021	5172021				8198

**PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT**

**Detail Invoice List**

CHECK RUN: 1052621B 05/26/2021  
 DUE DATE: 05/26/2021

CASH ACCOUNT: 999 10010 Treasury Pooled Cash		VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
ACCOUNT DETAIL											
								LINE AMOUNT			
1	10051555 52402	GF Bldg			WatSewer			6,469.77			
2	10051555 52402	GF Bldg			WatSewer			700.21			
3	10051555 52403	GF Bldg			Gas			212.59			
4	10051555 52402	GF Bldg			WatSewer			171.24			
5	10051555 52402	GF Bldg			WatSewer			489.00			
6	10051555 52403	GF Bldg			Gas			7,316.06			
7	10051555 52402	GF Bldg			WatSewer			4,334.28			
8	10051555 52402	GF Bldg			WatSewer			1,132.63			
9	10051555 52402	GF Bldg			WatSewer			331.54			
10	10051555 52402	GF Bldg			WatSewer			40.72			
11	10051555 52403	GF Bldg			Gas			13.00			
12	14352555 52402	BRATS Bldg			WatSewer			35.46			
13	14352555 52403	BRATS Bldg			Gas			21.08			
14	14352555 52404	BRATS Bldg			Garbage			47.00			
15	10051920 52402	Brd Regist			WatSewer			30.12			
16	10051920 52403	Brd Regist			Gas			42.48			
17	10051920 52404	Brd Regist			Garbage			47.00			
18	10051555 52402	GF Bldg			WatSewer			28.81			
19	10051555 52403	GF Bldg			Gas			9.67			
20	10051555 52402	GF Bldg			WatSewer			133.92			
21	10051555 52403	GF Bldg			Gas			107.81			
22	10051555 52403	GF Bldg			Gas			74.14			
23	10051555 52403	GF Bldg			Gas			83.45			
24	10051555 52402	GF Bldg			WatSewer			110.34			
25	10051555 52403	GF Bldg			Gas			91.12			
26	14352555 52402	BRATS Bldg			WatSewer			39.30			
27	14352555 52403	BRATS Bldg			Gas			81.37			
28	10051555 52402	GF Bldg			WatSewer			239.81			
29	10051555 52403	GF Bldg			Gas			35.06			
30	10051555 52403	GF Bldg			Gas			4,314.25			
31	10051555 52402	GF Bldg			WatSewer			436.30			
32	10051555 52403	GF Bldg			Gas			23.98			
33	10051555 52402	GF Bldg			WatSewer			264.16			
34	10051555 52402	GF Bldg			WatSewer			10.92			
35	10051555 52402	GF Bldg			WatSewer			56.94			
36	10051555 52403	GF Bldg			Gas			66.58			
37	10051555 52402	GF Bldg			WatSewer			173.40			
38	10051555 52402	GF Bldg			WatSewer			72.43			

Report generated: 05/26/2021 16:06:47 apwarrmt  
 User: Amanda Cunningham (Amanda)  
 Program ID: Cunningham

**PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT**

**Detail Invoice List**

CHECK RUN: I052621B 05/26/2021  
 DUE DATE: 05/26/2021

CASH ACCOUNT		10010		Treasury Pooled Cash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
39	10051555 52403	GF Bldg		Gas		50.32					
40	10051555 52402	GF Bldg		WatSewer		66.40					
41	10051555 52403	GF Bldg		Gas		82.10					
42	14056200 52400	BC Aging		Utilities		18.20					

**CHECK TOTAL** 28,104.96  
**28,104.96**

51003 RIVIERA UTILITIES 0000 INV 05/26/2021 5142021 8199

**ACCOUNT DETAIL** **LINE AMOUNT**

1	11153135 52490	HWY Mowing TraffLight				5.20
2	10051555 52403	GF Bldg Gas				99.35
3	10051555 52403	GF Bldg Gas				10.40
4	10051555 52403	GF Bldg Gas				17.41
5	10051555 52403	GF Bldg Gas				21.27
6	10051555 52403	GF Bldg Gas				20.80
7	14352555 52403	BRATS Bldg Gas				29.90
8	11153135 52490	HWY Mowing TraffLight				16.12
9	10051555 52403	GF Bldg Gas				36.52
10	10051555 52403	GF Bldg Gas				13.00
11	11153135 52490	HWY Mowing TraffLight				6.78
12	11153555 52401	HWY Bldgs Electricit				499.37
13	11153555 52401	HWY Bldgs Electricit				20.75
14	11153555 52403	HWY Bldgs Gas				233.96
15	11153555 52401	HWY Bldgs Electricit				582.88
16	11153555 52403	HWY Bldgs Gas				20.00
17	11153555 52401	HWY Bldgs Electricit				31.00
18	11153555 52401	HWY Bldgs Electricit				93.78
19	10051555 52401	GF Bldg Electricit				14.14
20	11153135 52490	HWY Mowing TraffLight				21.69
21	11153135 52490	HWY Mowing TraffLight				5.00

**CHECK TOTAL** 1,799.32  
**1,799.32**

84216 W W GRAINGER 0001 INV 05/26/2021 9786455262 8118

**ACCOUNT DETAIL** **LINE AMOUNT**

1	10052100 52340	Sheriff	RMMV			787.74
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787.74

**PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT**

**Detail Invoice List**

CHECK RUN: I052621B 05/26/2021  
 DUE DATE: 05/26/2021

CASH ACCOUNT: 999		10010		Treasury Pooled Cash						
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
84216	W W GRAINGER	0001	INV	05/26/2021	9782962758		8119			
	<b>ACCOUNT DETAIL</b>				<b>LINE AMOUNT</b>					
	1 10052100 52340	Sheriff	RMMV			462.72				
						462.72				
84216	W W GRAINGER	0001	CRM	05/26/2021	9795665638		8120			
	<b>ACCOUNT DETAIL</b>				<b>LINE AMOUNT</b>					
	1 10052100 52340	Sheriff	RMMV			-209.58				
						-209.58				
84216	W W GRAINGER	0001	20212606	INV	05/26/2021	9867940232		8121		
	<b>ACCOUNT DETAIL</b>				<b>LINE AMOUNT</b>					
	1 10051995 52130	Bldg Maint	Material			1,368.70				
						1,368.70				
84216	W W GRAINGER	0001	20212823	INV	05/26/2021	9869524760		8122		
	<b>ACCOUNT DETAIL</b>				<b>LINE AMOUNT</b>					
	1 10052100 52110	Sheriff	OffSupp			84.00				
						84.00				
84216	W W GRAINGER	0001	20212855	INV	05/26/2021	9868899452		8123		
	<b>ACCOUNT DETAIL</b>				<b>LINE AMOUNT</b>					
	1 11153111 52281	HWY A100	PersProte			291.40				
						291.40				
84216	W W GRAINGER	0001	20212882	INV	05/26/2021	9869895244		8124		
	<b>ACCOUNT DETAIL</b>				<b>LINE AMOUNT</b>					
	1 10051995 52310	Bldg Maint	RMBldgs			26.28				
						26.28				
84216	W W GRAINGER	0001	20212885	INV	05/26/2021	9870586527/987030129		8125		
	<b>ACCOUNT DETAIL</b>				<b>LINE AMOUNT</b>					
	1 10052200 52310	JailBU	RMBldgs			385.97				
						385.97				
84216	W W GRAINGER	0001	20212887	INV	05/26/2021	9870485852		8126		
	<b>ACCOUNT DETAIL</b>				<b>LINE AMOUNT</b>					
	1 10052100 52310	Sheriff	RMBldgs			613.87				
						613.87				
84216	W W GRAINGER	0001	20212916	INV	05/26/2021	9872311072		8128		
	<b>ACCOUNT DETAIL</b>				<b>LINE AMOUNT</b>					
	1 11153111 52140	HWY A100	SmTools			622.75				
						622.75				

**PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT**

**Detail Invoice List**

CHECK RUN: 1052621B 05/26/2021  
 DUE DATE: 05/26/2021

CASH ACCOUNT: 999 10010 Treasury Pooled Cash		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
84216	W W GRAINGER	0001	20212983	INV	05/26/2021	9875527666				8129
	<b>ACCOUNT DETAIL</b>					<b>LINE AMOUNT</b>				
	1 10051995 52310		Bldg Maint	RMBldgs		108.12				
							108.12			
84216	W W GRAINGER	0001	20212984	INV	05/26/2021	9875527674				8130
	<b>ACCOUNT DETAIL</b>					<b>LINE AMOUNT</b>				
	1 10955410 52110		Animal She	OffSupp		219.87				
							219.87			
84216	W W GRAINGER	0001	20213009	INV	05/26/2021	9876518011/89173				8131
	<b>ACCOUNT DETAIL</b>					<b>LINE AMOUNT</b>				
	1 11153111 52140		HWY A100	SmTools		2,623.55				
							2,623.55			
						<b>CHECK TOTAL</b>	<b>7,385.39</b>			
<b>21 INVOICES</b>						<b>WARRANT TOTAL</b>	<b>40,963.76</b>	<b>40,963.76</b>		

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 638		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 8200 5262021		M052721A	854,409.27	.00	.00	9205841
CASH .999	2021/08	INV 05/27/2021	SEP-CHK: N	DISC: .00	10052100 52910	271,386.42	1099:
ACCT 10010	DEPT 555	DUE 05/27/2021	DESC:SHERIFF'S	P/R A/P 05/28/21	10052200 52910	129,489.30	1099:
					708 22797	11,598.58	1099:
					10052100 52910	283,999.27	1099:
					10052200 52910	147,168.84	1099:
					708 22797	10,766.86	1099:
1 APPROVED PAID INVOICES		TOTAL		854,409.27			
1 INVOICE(S)		REPORT POST TOTAL		854,409.27			



**PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT**

**Detail Invoice List**

CHECK RUN: P052821B 05/28/2021  
 DUE DATE: 05/28/2021

CASH ACCOUNT: 999 10010		Treasury Pooled Cash								
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
186456	BALDWIN CNTY COMMISS	0000	INV	05/28/2021	8149		8149			
<b>ACCOUNT DETAIL</b>						<b>LINE AMOUNT</b>				
1	100	21710	General	BCBSAP		101,715.00				
2	103	21710	Cnty Trans	BCBSAP		715.50				
3	104	21710	Legis Del	BCBSAP		1,290.50				
4	105	21710	Juve Fac	BCBSAP		8,305.00				
5	106	21710	BC Arch	BCBSAP		1,003.00				
6	109	21710	Anim Shltr	BCBSAP		3,731.00				
7	111	21710	7 Cent Gas	BCBSAP		71,922.00				
8	120	21710	Reappr	BCBSAP		21,641.00				
9	140	21710	Counc Age	BCBSAP		4,440.00				
10	143	21710	Sec 18	BCBSAP		14,751.00				
11	144	21710	Parks	BCBSAP		8,171.00				
12	146	21710	ESMPO	BCBSAP		715.50				
13	510	21710	Solid Wst	BCBSAP		16,048.00				
14	511	21710	SW Collect	BCBSAP		25,937.50				
							280,386.00			
<b>CHECK TOTAL</b>						<b>280,386.00</b>				
1870	CLERK OF COURT, MISSY	0000	INV	05/28/2021	8134		8134			
<b>ACCOUNT DETAIL</b>						<b>LINE AMOUNT</b>				
1	510	21550	Solid Wst	Garnishm		570.43				
							570.43			
<b>CHECK TOTAL</b>						<b>570.43</b>				
184047	DANIEL O'BRIEN	0000	INV	05/28/2021	8148		8148			
<b>ACCOUNT DETAIL</b>						<b>LINE AMOUNT</b>				
1	100	21550	General	Garnishm		366.00				
2	120	21550	Reappr	Garnishm		337.84				
3	511	21550	SW Collect	Garnishm		118.00				
							821.84			
<b>CHECK TOTAL</b>						<b>821.84</b>				
189015	DEPARTMENT OF CHILDR	0000	INV	05/28/2021	8151		8151			
<b>ACCOUNT DETAIL</b>						<b>LINE AMOUNT</b>				
1	111	21560	7 Cent Gas	ChildSupp		193.84				
2	510	21560	Solid Wst	ChildSupp		0.00				
							193.84			

**PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT**

**Detail Invoice List**

CHECK RUN: P052821B 05/28/2021  
 DUE DATE: 05/28/2021

CASH ACCOUNT: 999		10010		Treasury Pooled Cash						
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
						<b>CHECK TOTAL</b>	<b>193.84</b>			
717	FLEXIBLE BENEFITS	0000	INV	05/28/2021	8133		8133			
<b>ACCOUNT DETAIL</b>						<b>LINE AMOUNT</b>				
1	100	21714	General	MedReimbAP		3,726.86				
2	105	21714	Juve Fac	MedReimbAP		248.39				
3	106	21714	BC Arch	MedReimbAP		79.17				
4	109	21714	Anim Shltr	MedReimbAP		67.00				
5	111	21714	7 Cent Gas	MedReimbAP		2,107.62				
6	120	21712	Reappr	ChldCareAP		208.34				
7	120	21714	Reappr	MedReimbAP		620.81				
8	140	21714	Counc Age	MedReimbAP		317.01				
9	143	21714	Sec 18	MedReimbAP		516.69				
10	144	21714	Parks	MedReimbAP		62.51				
11	146	21714	ESMPO	MedReimbAP		91.67				
12	510	21712	Solid Wst	ChldCareAP		208.34				
13	510	21714	Solid Wst	MedReimbAP		593.80				
14	511	21714	SW Collect	MedReimbAP		765.03				
						<b>CHECK TOTAL</b>	<b>9,613.24</b>			
						<b>CHECK TOTAL</b>	<b>9,613.24</b>			
112221	JODY L WISE CIRCUIT C	0000	INV	05/28/2021	8145		8145			
<b>ACCOUNT DETAIL</b>						<b>LINE AMOUNT</b>				
1	100	21550	General	Garnishm		50.00				
						<b>CHECK TOTAL</b>	<b>50.00</b>			
						<b>CHECK TOTAL</b>	<b>50.00</b>			

**PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT**

**Detail Invoice List**

CHECK RUN: P052821B 05/28/2021  
 DUE DATE: 05/28/2021

CASH ACCOUNT		999	10010	Treasury Pooled Cash						
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
40627	NATIONWIDE RETIREMENT	0000	INV	05/28/2021	8139		8139			
<b>ACCOUNT DETAIL</b>						<b>LINE AMOUNT</b>				
1	100	21615	General	NACOAP		20,095.50				
2	103	21615	Cnty Trans	NACOAP		75.00				
3	105	21615	Juve Fac	NACOAP		128.00				
4	109	21615	Anim Shltr	NACOAP		110.00				
5	111	21615	7 Cent Gas	NACOAP		4,785.00				
6	120	21615	Reappr	NACOAP		990.00				
7	143	21615	Sec 18	NACOAP		185.00				
8	144	21615	Parks	NACOAP		135.00				
9	510	21615	Solid Wst	NACOAP		244.50				
10	511	21615	SW Collect	NACOAP		280.00				
						27,028.00				
<b>CHECK TOTAL</b>						<b>27,028.00</b>				
<b>9 INVOICES</b>		<b>WARRANT TOTAL</b>				<b>334,397.44</b>	<b>334,397.44</b>			

**PAYROLL VENDOR PROOF SUMMARY**

Warrant:210523 Pay Period From:05/10/2021 To:05/23/2021 Check Date:05/28/2021

VENDOR	ADDRESS	NAME	TYP	DED	DESC	RUN	WARRANT	EMPLOYEE AMT	EMPLOYER AMT	
51059	0	RETIREMENT SYSTE	I	7000	RSA	0	210523	48,796.62	40,273.53	
51059	0	RETIREMENT SYSTE	I	7001	RSA	0	210523	34,410.88	29,180.44	
51059	0	RETIREMENT SYSTE	I	7100	RSA-1	0	210523	2,015.00	0.00	
VENDOR TOTAL:								154,676.47	85,222.50	69,453.97
REPORT TOTAL:						154,676.47		85,222.50	69,453.97	

\*\* END OF REPORT - Generated by Makayla Shiver \*\*

**PAYROLL VENDOR PROOF SUMMARY**

Warrant:210523 Pay Period From:05/10/2021 To:05/23/2021 Check Date:05/28/2021

VENDOR	ADDRESS	NAME	TYP	DED	DESC	RUN	WARRANT	EMPLOYEE AMT	EMPLOYER AMT
54188	0	IRS-TAX PAYMENT	I	1000	FICA	0	210523	67,113.21	67,113.21
54188	0	IRS-TAX PAYMENT	I	1100	MEDICA	0	210523	15,695.91	15,695.91
54188	0	IRS-TAX PAYMENT	I	3000	FEDERA	0	210523	77,881.02	0.00
VENDOR TOTAL:							243,499.26	160,690.14	82,809.12
REPORT TOTAL:						243,499.26		160,690.14	82,809.12

\*\* END OF REPORT - Generated by Makayla Shiver \*\*

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 640		DOCUMENT		NEW INVOICES				
VENDOR	REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES								
182668	00000 RYNO CONSULTING	8204 8019		M052821A	854.80	.00	.00	9205842
CASH 511	2021/08	INV 05/25/2021	SEP-CHK: N	DISC: .00		51154801 51500		
ACCT 11000	DEPT 54801	DUE 05/28/2021	DESC:MONTHLY PAY FLOW FEE				854.80	1099:
1 APPROVED PAID INVOICES				TOTAL	854.80			
1 INVOICE(S)				REPORT POST TOTAL	854.80			

## PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

### Detail Invoice List

CHECK RUN: I060121A 06/01/2021

DUE DATE: 06/01/2021

CASH ACCOUNT: 999		10010		Treasury Pooled Cash						
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
10224	AL DEPT OF ENVIRONMEN	0000	INV	06/01/2021	NPDES; AL0069345		8208			
<b>ACCOUNT DETAIL</b>										
1	51054300	51730	SW Magnol	StormWtr		7,060.00				
					<b>CHECK TOTAL</b>	<b>7,060.00</b>				
<b>1</b>	<b>INVOICES</b>			<b>WARRANT TOTAL</b>		<b>7,060.00</b>				

# PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

## Detail Invoice List

CHECK RUN: 1060321 06/03/2021  
 DUE DATE: 06/03/2021

CASH ACCOUNT: 999 10010		Treasury Pooled Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
183258	ALABAMA WIDESPREAD HO	0000		INV	06/03/2021	60221		8316		
	<b>ACCOUNT DETAIL</b>					<b>LINE AMOUNT</b>				
	1 725 24000			Land Redem	DToPropOwn		728.31			
	2 725 24000			Land Redem	DToPropOwn		2,370.71			
							3,099.02			
							<b>CHECK TOTAL</b>			<b>3,099.02</b>
190501	ANISSA COOK	0000		INV	06/03/2021	60221		8323		
	<b>ACCOUNT DETAIL</b>					<b>LINE AMOUNT</b>				
	1 725 24000			Land Redem	DToPropOwn		255.81			
							255.81			
							<b>CHECK TOTAL</b>			<b>255.81</b>
63589	AT&T	0002		INV	06/03/2021	134984817; MAY 2021		8383		
	<b>ACCOUNT DETAIL</b>					<b>LINE AMOUNT</b>				
	1 10051965 52510		CIS Depar	Telephone			102.10			
							102.10			
							<b>CHECK TOTAL</b>			<b>102.10</b>
14397	AT&T MOBILITY	0000		INV	06/03/2021	875887640X06012021		8386		
	<b>ACCOUNT DETAIL</b>					<b>LINE AMOUNT</b>				
	1 10051910 52510		ElectBU	Telephone			42.23			
							42.23			
							<b>CHECK TOTAL</b>			<b>42.23</b>
14397	AT&T MOBILITY	0000		INV	06/03/2021	822013449X06012021		8389		
	<b>ACCOUNT DETAIL</b>					<b>LINE AMOUNT</b>				
	1 11153151 52510		HWY GIS	Telephone			37.50			
	2 11153151 52510		HWY GIS	Telephone			21.25			
	3 10051995 52510		Bldg Maint	Telephone			41.24			
	4 10051995 52510		Bldg Maint	Telephone			89.30			
	5 10552610 52510		JD Fac	Telephone			77.60			
	6 10051965 52510		CIS Depar	Telephone			41.24			
	7 10051965 52510		CIS Depar	Telephone			41.24			
	8 11153600 52510		HWY PreCon	Telephone			36.43			
	9 10057100 52510		Libr Svcs	Telephone			25.18			
							410.98			
							<b>CHECK TOTAL</b>			<b>410.98</b>

# PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

## Detail Invoice List

CHECK RUN: 1060321 06/03/2021

DUE DATE: 06/03/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK		
14005	BALDWIN EMC	0000	INV	06/03/2021	5212021		8365				
<b>ACCOUNT DETAIL</b>						<b>LINE AMOUNT</b>					
1	11153135	52490	HWY Mowing TraffLight			32.00					
2	11153135	52490	HWY Mowing TraffLight			32.00					
3	11153135	52490	HWY Mowing TraffLight			17.00					
4	11153135	52490	HWY Mowing TraffLight			28.00					
5	51054555	52401	SW Bldg Electricit			70.00					
6	51054555	52401	SW Bldg Electricit			35.00					
7	11153135	52490	HWY Mowing TraffLight			32.00					
8	51054555	52401	SW Bldg Electricit			24.00					
9	51054555	52401	SW Bldg Electricit			158.00					
10	14457239	52401	Bicentenni Electricit			17.00					
11	14457239	52401	Bicentenni Electricit			26.00					
12	14457239	52401	Bicentenni Electricit			107.00					
13	51054555	52401	SW Bldg Electricit			172.00					
14	14457239	52401	Bicentenni Electricit			16.00					
15	14457238	52401	Live Oak Electricit			26.00					
16	11153135	52490	HWY Mowing TraffLight			66.00					
17	11153135	52490	HWY Mowing TraffLight			17.00					
18	14457239	52401	Bicentenni Electricit			32.00					
19	14457238	52401	Live Oak Electricit			1.00					
20	14457238	52401	Live Oak Electricit			27.00					
21	14457239	52401	Bicentenni Electricit			37.00					
22	11153135	52490	HWY Mowing TraffLight			83.00					
23	11153135	52490	HWY Mowing TraffLight			88.00					
24	14457238	52401	Live Oak Electricit			18.00					
25	14457239	52401	Bicentenni Electricit			35.00					
26	11153135	52490	HWY Mowing TraffLight			16.00					
27	11153135	52490	HWY Mowing TraffLight			16.00					
28	10051965	52401	CIS Depar Electricit			184.00					
29	14457238	52401	Live Oak Electricit			236.00					
30	14457238	52401	Live Oak Electricit			465.00					
						2,113.00					
<b>CHECK TOTAL</b>						<b>2,113.00</b>					

# PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

## Detail Invoice List

CHECK RUN: I060321 06/03/2021

DUE DATE: 06/03/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
184443	BENJAMIN ELMORE	0000		INV	06/03/2021	60221		8317		
	<b>ACCOUNT DETAIL</b>					<b>LINE AMOUNT</b>				
	1 725	24000	Land Redem	DToPropOwn		935.70				
	2 725	24000	Land Redem	DToPropOwn		3,091.40				
							4,027.10			
						<b>CHECK TOTAL</b>	<b>4,027.10</b>			
187158	CANOPY INVESTMENT COM	0000		INV	06/03/2021	60221		8319		
	<b>ACCOUNT DETAIL</b>					<b>LINE AMOUNT</b>				
	1 725	24000	Land Redem	DToPropOwn		1,300.35				
	2 725	24000	Land Redem	DToPropOwn		4,342.81				
							5,643.16			
187158	CANOPY INVESTMENT COM	0000		INV	06/03/2021	602212		8320		
	<b>ACCOUNT DETAIL</b>					<b>LINE AMOUNT</b>				
	1 725	24000	Land Redem	DToPropOwn		806.05				
	2 725	24000	Land Redem	DToPropOwn		2,570.71				
							3,376.76			
						<b>CHECK TOTAL</b>	<b>9,019.92</b>			
19021	CITY OF FAIRHOPE-UTIL	0000		INV	06/03/2021	5312021		8366		
	<b>ACCOUNT DETAIL</b>					<b>LINE AMOUNT</b>				
	1 51054555	52402	SW Bldg	WatSewer		85.41				
	2 51054555	52402	SW Bldg	WatSewer		16.10				
	3 51054555	52402	SW Bldg	WatSewer		16.10				
	4 10955410	52402	Animal She	WatSewer		16.10				
	5 51054555	52402	SW Bldg	WatSewer		16.10				
	6 10955410	52402	Animal She	WatSewer		162.86				
							312.67			
						<b>CHECK TOTAL</b>	<b>312.67</b>			

# PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

## Detail Invoice List

CHECK RUN: 1060321 06/03/2021

DUE DATE: 06/03/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
19031	CITY OF ROBERTSDALE	0000		INV	06/03/2021	5262021		8371			
<b>ACCOUNT DETAIL</b>						<b>LINE AMOUNT</b>					
1	10051555 52401		GF Bldg	Electricit			147.89				
2	10051555 52402		GF Bldg	WatSewer			35.11				
3	10051555 52401		GF Bldg	Electricit			3,547.80				
4	10051555 52402		GF Bldg	WatSewer			56.20				
5	10051555 52401		GF Bldg	Electricit			3,616.40				
6	10051555 52402		GF Bldg	WatSewer			211.20				
7	10051555 52403		GF Bldg	Gas			679.40				
8	10051555 52401		GF Bldg	Electricit			4,497.00				
9	10051555 52401		GF Bldg	Electricit			636.00				
10	14352555 52401		BRATS Bldg	Electricit			641.76				
11	14352555 52402		BRATS Bldg	WatSewer			82.24				
12	10051555 52401		GF Bldg	Electricit			852.56				
13	10051555 52402		GF Bldg	WatSewer			251.44				
14	10051555 52401		GF Bldg	Electricit			345.35				
15	10051555 52402		GF Bldg	WatSewer			34.15				
16	10051555 52404		GF Bldg	Garbage			32.50				
17	10051555 52401		GF Bldg	Electricit			9,981.24				
18	10051555 52402		GF Bldg	WatSewer			172.57				
19	10051555 52403		GF Bldg	Gas			475.16				
20	70852708 52401		Comm Corre	Electricit			751.28				
21	70852708 52402		Comm Corre	WatSewer			12.99				
22	70852708 52403		Comm Corre	Gas			35.76				
23	10051555 52402		GF Bldg	WatSewer			51.15				
24	70852708 52402		Comm Corre	WatSewer			3.85				
25	79051902 52401		RD Symbol	Electricit			111.53				
26	79051902 52402		RD Symbol	WatSewer			36.47				
27	10051555 52401		GF Bldg	Electricit			73.50				
28	10051555 52402		GF Bldg	WatSewer			52.50				
<b>CHECK TOTAL</b>							<b>27,425.00</b>				
<b>CHECK TOTAL</b>							<b>27,425.00</b>				
186412	CRAFT TRAINING FUND	0000		INV	06/03/2021	5312021		8388			
<b>ACCOUNT DETAIL</b>						<b>LINE AMOUNT</b>					
1	100 23000		General	DToGovern			1,836.00				
<b>CHECK TOTAL</b>							<b>1,836.00</b>				
<b>CHECK TOTAL</b>							<b>1,836.00</b>				

# PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

## Detail Invoice List

CHECK RUN: I060321 06/03/2021

DUE DATE: 06/03/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR			REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
181970	EQUITY TRUST CO CUSTO		0000		INV	06/03/2021	60221		8314		
	<b>ACCOUNT DETAIL</b>						<b>LINE AMOUNT</b>				
	1 725 24000			Land Redem	DToPropOwn		253.18				
	2 725 24000			Land Redem	DToPropOwn		899.16				
								1,152.34			
181970	EQUITY TRUST CO CUSTO		0000		INV	06/03/2021	602212		8315		
	<b>ACCOUNT DETAIL</b>						<b>LINE AMOUNT</b>				
	1 725 24000			Land Redem	DToPropOwn		970.00				
	2 725 24000			Land Redem	DToPropOwn		3,152.18				
								4,122.18			
							<b>CHECK TOTAL</b>	<b>5,274.52</b>			
1882	HAGERTY CONSULTING IN		0000		INV	06/03/2021	6610		8382		
	<b>ACCOUNT DETAIL</b>						<b>LINE AMOUNT</b>				
	1 10051018 51500			DWGF	ContrSvcs		41,192.63				
								41,192.63			
							<b>CHECK TOTAL</b>	<b>41,192.63</b>			
1928	JOYCE GUTHRIE HAGLE A		0000		INV	06/03/2021	TRACT 2; BCP#0222219		8295		
	<b>ACCOUNT DETAIL</b>						<b>LINE AMOUNT</b>				
	1 11153000 55914			Hwy Misc	SafetyPrj		3,850.00				
								3,850.00			
							<b>CHECK TOTAL</b>	<b>3,850.00</b>			
130681	JEAN MARC PRESCOTT		0000		INV	06/03/2021	60221		8297		
	<b>ACCOUNT DETAIL</b>						<b>LINE AMOUNT</b>				
	1 725 24000			Land Redem	DToPropOwn		579.11				
								579.11			
130681	JEAN MARC PRESCOTT		0000		INV	06/03/2021	602212		8298		
	<b>ACCOUNT DETAIL</b>						<b>LINE AMOUNT</b>				
	1 725 24000			Land Redem	DToPropOwn		259.58				
								259.58			
130681	JEAN MARC PRESCOTT		0000		INV	06/03/2021	602213		8299		
	<b>ACCOUNT DETAIL</b>						<b>LINE AMOUNT</b>				
	1 725 24000			Land Redem	DToPropOwn		203.92				
								203.92			

# PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

## Detail Invoice List

CHECK RUN: 1060321 06/03/2021

DUE DATE: 06/03/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
130681	JEAN MARC PRESCOTT	0000		INV	06/03/2021	602214		8300			
	ACCOUNT DETAIL					LINE AMOUNT					
	1 725 24000		Land Redem	DToPropOwn		298.76	298.76				
130681	JEAN MARC PRESCOTT	0000		INV	06/03/2021	602215		8301			
	ACCOUNT DETAIL					LINE AMOUNT					
	1 725 24000		Land Redem	DToPropOwn		1,379.18	1,379.18				
130681	JEAN MARC PRESCOTT	0000		INV	06/03/2021	602216		8302			
	ACCOUNT DETAIL					LINE AMOUNT					
	1 725 24000		Land Redem	DToPropOwn		463.19	463.19				
130681	JEAN MARC PRESCOTT	0000		INV	06/03/2021	602217		8303			
	ACCOUNT DETAIL					LINE AMOUNT					
	1 725 24000		Land Redem	DToPropOwn		561.01	561.01				
130681	JEAN MARC PRESCOTT	0000		INV	06/03/2021	602218		8304			
	ACCOUNT DETAIL					LINE AMOUNT					
	1 725 24000		Land Redem	DToPropOwn		182.92	182.92				
130681	JEAN MARC PRESCOTT	0000		INV	06/03/2021	602219		8305			
	ACCOUNT DETAIL					LINE AMOUNT					
	1 725 24000		Land Redem	DToPropOwn		561.59	561.59				
130681	JEAN MARC PRESCOTT	0000		INV	06/03/2021	6022110		8306			
	ACCOUNT DETAIL					LINE AMOUNT					
	1 725 24000		Land Redem	DToPropOwn		557.47	557.47				
130681	JEAN MARC PRESCOTT	0000		INV	06/03/2021	6022111		8307			
	ACCOUNT DETAIL					LINE AMOUNT					
	1 725 24000		Land Redem	DToPropOwn		369.92	369.92				
130681	JEAN MARC PRESCOTT	0000		INV	06/03/2021	6022112		8308			
	ACCOUNT DETAIL					LINE AMOUNT					
	1 725 24000		Land Redem	DToPropOwn		583.59	583.59				
						CHECK TOTAL	6,000.24				

**PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT**

**Detail Invoice List**

CHECK RUN: 1060321 06/03/2021  
 DUE DATE: 06/03/2021

CASH ACCOUNT: 999		10010		Treasury Pooled Cash							
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK		
174019	JERE AUSTILL III	0000	INV	06/03/2021	60221		8313				
	<b>ACCOUNT DETAIL</b>					<b>LINE AMOUNT</b>					
	1 725	24000	Land Redem	DToPropOwn		1,862.39					
	2 725	24000	Land Redem	DToPropOwn		5,550.97					
						7,413.36					
						<b>CHECK TOTAL</b>			<b>7,413.36</b>		
164292	JOEL DUANE WILLIAMS	0000	INV	06/03/2021	60221		8309				
	<b>ACCOUNT DETAIL</b>					<b>LINE AMOUNT</b>					
	1 725	24000	Land Redem	DToPropOwn		69.28					
						69.28					
						<b>CHECK TOTAL</b>			<b>69.28</b>		
164293	KIARA JORDAN	0000	INV	06/03/2021	60221		8310				
	<b>ACCOUNT DETAIL</b>					<b>LINE AMOUNT</b>					
	1 725	24000	Land Redem	DToPropOwn		539.80					
						539.80					
						<b>CHECK TOTAL</b>			<b>539.80</b>		
188799	LEFTWICH, JOSHUA	0000	INV	06/03/2021	60221		8322				
	<b>ACCOUNT DETAIL</b>					<b>LINE AMOUNT</b>					
	1 725	24000	Land Redem	DToPropOwn		1,105.77					
	2 725	24000	Land Redem	DToPropOwn		346.06					
						1,451.83					
						<b>CHECK TOTAL</b>			<b>1,451.83</b>		
190605	MCMURRY, BRYCE E JR	0000	INV	06/03/2021	60221		8324				
	<b>ACCOUNT DETAIL</b>					<b>LINE AMOUNT</b>					
	1 725	24000	Land Redem	DToPropOwn		570.96					
						570.96					
190605	MCMURRY, BRYCE E JR	0000	INV	06/03/2021	602212		8325				
	<b>ACCOUNT DETAIL</b>					<b>LINE AMOUNT</b>					
	1 725	24000	Land Redem	DToPropOwn		463.72					
						463.72					
						<b>CHECK TOTAL</b>			<b>1,034.68</b>		

# PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

## Detail Invoice List

CHECK RUN: 1060321 06/03/2021  
 DUE DATE: 06/03/2021

CASH ACCOUNT: 999		10010		Treasury Pooled Cash						
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
165235	MERCURY FUNDING, LLC	0000		INV	06/03/2021	60221		8312		
	<b>ACCOUNT DETAIL</b>									
	1 725	24000		Land Redem	DToPropOwn		7,841.26			
	2 725	24000		Land Redem	DToPropOwn		45,818.06			
							53,659.32			
							<b>CHECK TOTAL</b>			<b>53,659.32</b>
192294	NORDEN REALTY LLC	0000		INV	06/03/2021	60221		8340		
	<b>ACCOUNT DETAIL</b>									
	1 725	24000		Land Redem	DToPropOwn		754.42			
							754.42			
							<b>CHECK TOTAL</b>			<b>754.42</b>
19003	NORTH BALDWIN UTILITI	0000		INV	06/03/2021	5202021		8370		
	<b>ACCOUNT DETAIL</b>									
	1 10051555	52402	GF Bldg	WatSewer			32.94			
	2 10051555	52403	GF Bldg	Gas			4.50			
	3 10051555	52404	GF Bldg	Garbage			47.00			
	4 10051555	52402	GF Bldg	WatSewer			40.38			
	5 10051555	52403	GF Bldg	Gas			4.50			
	6 10451904	52402	Legis BM	WatSewer			28.42			
	7 10051555	52402	GF Bldg	WatSewer			28.42			
	8 10051555	52402	GF Bldg	WatSewer			28.42			
	9 10051555	52402	GF Bldg	WatSewer			45.92			
	10 11153555	52402	HWY Bldgs	WatSewer			10.92			
	11 11153555	52402	HWY Bldgs	WatSewer			474.47			
	12 11153555	52403	HWY Bldgs	Gas			76.69			
	13 11153555	52402	HWY Bldgs	WatSewer			132.17			
	14 11153555	52403	HWY Bldgs	Gas			25.00			
	15 10051555	52402	GF Bldg	WatSewer			77.75			
	16 10051555	52403	GF Bldg	Gas			25.00			
	17 10051555	52402	GF Bldg	WatSewer			251.72			
	18 10051555	52403	GF Bldg	Gas			1,474.78			
	19 10552610	52402	JD Fac	WatSewer			302.77			
	20 10552610	52403	JD Fac	Gas			180.60			
	21 10552610	52403	JD Fac	Gas			29.07			
	22 51054555	52402	SW Bldg	WatSewer			630.31			
							3,951.75			

# PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

## Detail Invoice List

CHECK RUN: 1060321 06/03/2021

DUE DATE: 06/03/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash							
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
					<b>CHECK TOTAL</b>	<b>3,951.75</b>				
192260	PRESCOTT, GLENDA TYLE	0000	INV	06/03/2021	60221		8326			
	<b>ACCOUNT DETAIL</b>				<b>LINE AMOUNT</b>					
	1 725 24000		Land Redem DToPropOwn		164.24	164.24				
192260	PRESCOTT, GLENDA TYLE	0000	INV	06/03/2021	602212		8327			
	<b>ACCOUNT DETAIL</b>				<b>LINE AMOUNT</b>					
	1 725 24000		Land Redem DToPropOwn		342.50	342.50				
192260	PRESCOTT, GLENDA TYLE	0000	INV	06/03/2021	602213		8328			
	<b>ACCOUNT DETAIL</b>				<b>LINE AMOUNT</b>					
	1 725 24000		Land Redem DToPropOwn		124.63	124.63				
192260	PRESCOTT, GLENDA TYLE	0000	INV	06/03/2021	602214		8330			
	<b>ACCOUNT DETAIL</b>				<b>LINE AMOUNT</b>					
	1 725 24000		Land Redem DToPropOwn		195.92	195.92				
192260	PRESCOTT, GLENDA TYLE	0000	INV	06/03/2021	602215		8332			
	<b>ACCOUNT DETAIL</b>				<b>LINE AMOUNT</b>					
	1 725 24000		Land Redem DToPropOwn		244.53	244.53				
192260	PRESCOTT, GLENDA TYLE	0000	INV	06/03/2021	602216		8334			
	<b>ACCOUNT DETAIL</b>				<b>LINE AMOUNT</b>					
	1 725 24000		Land Redem DToPropOwn		351.00	351.00				
192260	PRESCOTT, GLENDA TYLE	0000	INV	06/03/2021	602217		8335			
	<b>ACCOUNT DETAIL</b>				<b>LINE AMOUNT</b>					
	1 725 24000		Land Redem DToPropOwn		180.60	180.60				
192260	PRESCOTT, GLENDA TYLE	0000	INV	06/03/2021	602218		8337			
	<b>ACCOUNT DETAIL</b>				<b>LINE AMOUNT</b>					
	1 725 24000		Land Redem DToPropOwn		233.79	233.79				
192260	PRESCOTT, GLENDA TYLE	0000	INV	06/03/2021	602219		8338			
	<b>ACCOUNT DETAIL</b>				<b>LINE AMOUNT</b>					
	1 725 24000		Land Redem DToPropOwn		261.28	261.28				

# PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

## Detail Invoice List

CHECK RUN: 1060321 06/03/2021

DUE DATE: 06/03/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash							
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
					<b>CHECK TOTAL</b>	<b>2,098.49</b>				
51003	RIVIERA UTILITIES	0000		INV	06/03/2021	5212021		8369		
	<b>ACCOUNT DETAIL</b>					<b>LINE AMOUNT</b>				
	1 14457200 52401		Parks Dept	Electricit		33.32				
	2 10051965 52401		CIS Depar	Electricit		168.39				
	3 14457200 52401		Parks Dept	Electricit		179.51				
	4 11153135 52490		HWY Mowing	TraffLight		15.50				
	5 11153135 52490		HWY Mowing	TraffLight		23.25				
	6 11153135 52490		HWY Mowing	TraffLight		23.78				
	7 11153135 52490		HWY Mowing	TraffLight		23.98				
	8 11153135 52490		HWY Mowing	TraffLight		29.12				
							496.85			
					<b>CHECK TOTAL</b>		<b>496.85</b>			
62367	SOUTHERN LINC WIRELES	0000		INV	06/03/2021	10710726		8384		
	<b>ACCOUNT DETAIL</b>					<b>LINE AMOUNT</b>				
	1 10052300 52510		EMA	Telephone		270.00				
							270.00			
					<b>CHECK TOTAL</b>		<b>270.00</b>			
62367	SOUTHERN LINC WIRELES	0000		INV	06/03/2021	10711171		8387		
	<b>ACCOUNT DETAIL</b>					<b>LINE AMOUNT</b>				
	1 10051996 52510		CustodBU	Telephone		61.06				
	2 51054100 52510		SW Admin	Telephone		20.00				
	3 51054300 52510		SW Magnol	Telephone		10.00				
	4 51054325 52510		SW Wst TF	Telephone		10.00				
	5 51054370 52510		SW Equip	Telephone		10.00				
	6 51154800 52510		Gbage Coll	Telephone		205.00				
	7 51154801 52510		SW C Admin	Telephone		10.00				
	8 51054850 52510		Gbage C WR	Telephone		10.00				
	9 14457200 52510		Parks Dept	Telephone		421.82				
							757.88			
					<b>CHECK TOTAL</b>		<b>757.88</b>			

# PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

## Detail Invoice List

CHECK RUN: 1060321 06/03/2021

DUE DATE: 06/03/2021

CASH ACCOUNT: 999		10010		Treasury Pooled Cash							
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
57069	TOWN OF LOXLEY	0000		INV	06/03/2021	5212021		8367			
<b>ACCOUNT DETAIL</b>						<b>LINE AMOUNT</b>					
1	51054555 52402		SW Bldg	WatSewer			147.72				
2	14056200 52402		BC Aging	WatSewer			27.56				
							175.28				
<b>CHECK TOTAL</b>							<b>175.28</b>				
57007	TOWN OF SILVERHILL	0000		INV	06/03/2021	5272021		8368			
<b>ACCOUNT DETAIL</b>						<b>LINE AMOUNT</b>					
1	11153555 52402		HWY Bldgs	WatSewer			35.16				
2	14457200 52402		Parks Dept	WatSewer			70.40				
3	11153555 52402		HWY Bldgs	WatSewer			86.78				
							192.34				
<b>CHECK TOTAL</b>							<b>192.34</b>				
<b>51</b>	<b>INVOICES</b>	<b>WARRANT TOTAL</b>					<b>177,826.50</b>	<b>177,826.50</b>			



INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 673		DOCUMENT		NEW INVOICES				
VENDOR	REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES								
10	00000 BALDWIN CNTY SHE	8716 06042021		M060421A	87,791.46	.00	.00	9205846
CASH 999	2021/09	INV 06/04/2021	SEP-CHK: N	DISC: .00				
ACCT 10010	DEPT 555	DUE 06/04/2021	DESC:SHERIFF'S MONTH END AP					
						10052100 52910	55,527.02	1099:
						10052200 52910	29,586.49	1099:
						708 22797	2,677.95	1099:
1 APPROVED PAID INVOICES					TOTAL	87,791.46		
1 INVOICE(S)					REPORT POST TOTAL	87,791.46		



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0945, **Version:** 1

**Item #:** FB1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/15/2021

**Item Status:** New

**From:** Wayne Dyess, County Administrator

**Submitted by:** George Majors, Interim Animal Shelter Manager

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### **ITEM TITLE**

United States Department of Agriculture Wildlife Services - Discussion of Collecting Wildlife for Rabies Samples

### **STAFF RECOMMENDATION**

Mr. Justin Reynolds, with the USDA Wildlife Services and Ms. Donna Braswell with the Baldwin County Health Department, will be in attendance to discuss involving Baldwin County Animal Control Officers to assist in the trapping of animals suspected of carrying rabies in the Baldwin County area.

### **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

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**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

## Agenda Action Form

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**File #:** 21-0946, **Version:** 1

**Item #:** HA1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/15/2021

**Item Status:** Addendum

**From:** Commissioner James E. Ball, District 1; Wayne Dyess, County Administrator

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

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### **ITEM TITLE**

Real Estate Lease Agreement with Baldwin County E-911 Emergency Communication District for Old E-911 Building in Robertsedale, Alabama

### **STAFF RECOMMENDATION**

Approve a Real Estate Lease Agreement between the Baldwin County Commission and the Baldwin County Emergency Communication District for the Baldwin County Commission to lease the real property (old E-911 Building) located at 23130 McAuliffe Drive, Robertsedale, Alabama, 36567.

This Lease shall be for a term of ninety-nine (99) years, commencing on the 1st day of July, 2021, and ending on the 30th day of June, 2120, unless terminated at an earlier date for any reason set forth in this Lease.

### **BACKGROUND INFORMATION**

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

**Background:** N/A

### **FINANCIAL IMPACT**

**Total cost of recommendation:** Lessee's consideration to Lessor for this Lease shall be:

(a) the payment of the amount of One Dollar (\$1.00) per year, with the first payment being due on or before July 1st, 2021, and each successive payment being due on the same date each year;

(b) grounds maintenance services for the E-911 Facility provided by or on behalf of Lessee for the benefit of Lessor for the Term of this lease;

(c) securing performance of remodeling and additions to the Leased Premises ("Identified Improvements") and payment of all associated architectural fees, construction costs, and additional

expenses for which are estimated to be approximately Three-Hundred and Fifty-Thousand Dollars (\$350,000.00); and

(d) the payment to Lessor for reimbursement of all insurance and utility costs incurred by Lessor between July 1, 2020, and June 30, 2021, for the Leased Premises.

Lessee shall pay all "Operating Costs" and "Impositions" in connection with the Leased Premises.

**Budget line item(s) to be used:** 10051600.52210

**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?**  
Yes. County Attorney has drafted lease agreement.

**Reviewed/approved by:** Brad Hicks, County Attorney 06/11/2021 akg

**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 Department

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

Paul Mueller, Chairman  
Baldwin County Emergency Communication District  
23171 McAuliffe Drive  
Robertsdale, Alabama 36567

Cc: Mr. Joby Smith, Director  
Baldwin County Emergency Communication District  
Via email only: JSmith@baldwin911.org

cc:  
Wayne Dyess  
Cian Harrison  
Eva Cutsinger  
Christie Davis  
Ron Cink  
Wanda Gautney  
Junius Long

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

## **REAL ESTATE LEASE**

**THIS AGREEMENT** is made by and between the **BALDWIN COUNTY COMMISSION** ("Lessee") and the **BALDWIN COUNTY EMERGENCY COMMUNICATION DISTRICT** ("the Lessor").

### **WITNESSETH:**

**WHEREAS**, Lessor is the owner of certain real property and facilities located at 23130 McAuliffe Drive, Robertsdale, Alabama 36567 ("Leased Premises");

**WHEREAS**, Lessor desires to move its operations from the Leased Premises to another property in Baldwin County, Alabama, located at 23171 McAuliffe Drive, Robertsdale, Alabama 36567 ("E-911 Facility"); and

**WHEREAS**, Lessee desires to use the Leased Premises in exchange for valuable consideration; and

**WHEREAS**, Lessor has a need for maintenance of the E-911 Facility and for improvements to the Leased Premises; and

**WHEREAS**, Lessor and Lessee have determined that it is desirable and that a public purpose will be served by leasing the Leased Premises to the Lessee.

**NOW, THEREFORE**, for and in consideration of the covenants and conditions herein to be kept, performed and observed, the parties agree as follows:

### **ARTICLE 1. DEMISE OF LEASED PREMISES**

#### **Description of Leased Premises**

1.01 Lessor leases to Lessee, and Lessee rents and accepts from Lessor, the real property and facilities located at 23171 McAuliffe Drive, Robertsdale, Alabama, more particularly identified on Exhibit A attached hereto and incorporated herein by reference ("Leased Premises")

#### **Land Subject to Liens, Encumbrances, and Other Conditions**

1.02 This Lease and the Leased Land are subject to all present and future leases, liens, encumbrances, conditions, rights, easements, restrictions, rights of way, covenants, other matters of record, and zoning and building laws, ordinances, regulations, and codes affecting or governing the Leased Premises or that may affect and govern the Leased Premises after the execution of this Lease, and all matters that may be disclosed by inspection or survey.

### **ARTICLE 2. TERM AND RENT**

#### **Term of Lease**

2.01 This Lease shall be for a term of ninety-nine (99) years ("Term"), commencing on the 1<sup>st</sup> day of July, 2021, and ending on the 30<sup>th</sup> day of June, 2120, unless terminated at an earlier date for any reason set forth in this Lease.

## **Holdover**

2.02 If Lessee holds over after the expiration of the initial term of this lease agreement or any extensions thereof, then Lessee's tenancy shall be from month to month on all the terms and conditions as set forth in this Lease.

## **Consideration**

2.03 Lessee's consideration to Lessor for this Lease shall be:

(a) the payment of the amount of One Dollar (\$1.00) per year, with the first payment being due on or before July 1<sup>st</sup>, 2021 and each successive payment being due on the same date each year;

(b) grounds maintenance services for the E-911 Facility provided by or on behalf of Lessee for the benefit of Lessor for the Term of this lease;

(c) securing performance of remodeling and additions to the Leased Premises ("Identified Improvements") and payment of all associated architectural fees, construction costs, and additional expenses for which are estimated to be approximately Three-Hundred and Fifty-Thousand Dollars (\$350,000.00); and,

(d) the payment to Lessor for reimbursement of all insurance and utility costs incurred by Lessor between July 1, 2020 and June 30, 2021 for the Leased Premises.

## **ARTICLE 3. USE AND CONSTRUCTION OF IMPROVEMENTS**

### **Primary Use**

3.01 Lessee shall have the exclusive right to use the Leased Premises for any lawful purpose during the term of this Lease.

### **Construction of Buildings and Other Improvements**

3.02 Lessee shall have the right to construct improvements or modifications ("Additional Improvements") on the Leased Premises beyond the Identified Improvements. Any Additional Improvements must be constructed at Lessee's sole cost and expense. All improvements will become property of Lessor.

## **ARTICLE 4. OPERATING COSTS AND IMPOSITIONS**

### **Operating Costs**

4.01 Lessee shall pay all "Operating Costs" and "Impositions" defined in Paragraphs 4.02 and 4.03, below, in connection with the Leased Premises.

### **Definition of Operating Costs**

4.02 "Operating Costs" shall include, but shall not be limited to, all expenses paid or incurred in connection with the following activities:

- (1) Water, sewer, gas, electricity, fuel oil, and other utilities.
- (2) Landscaping.
- (3) Insurance.
- (4) Rubbish removal.
- (5) Supplies and sundries.
- (6) Insurance premiums.
- (7) Maintenance.
- (8) All other expenses, whether or not mentioned in this Lease, that are incurred with regard to operation of the Leased Premises, including any replacements if necessary for repairs and maintenance or otherwise.

### **Definition of Impositions**

4.03 "Impositions" shall include all fines and levies that result from construction activities or the normal operation of the premises on the Leased Premises, all real estate property taxes, assessments, and other governmental charges that are laid, assessed, levied, or imposed on the Leased Premises and become due and payable during the Term of this Lease, or any lien that arises during the time of this Lease on the Leased Premises and Improvements, any portion of these, or the sidewalks or streets in front of or adjoining the Leased Premises and Improvements.

## **ARTICLE 5. LAWS AND GOVERNMENTAL REGULATIONS**

### **Compliance With Legal Requirements**

5.01 Lessee shall promptly comply with all laws and ordinances, and all orders, rules, regulations, and requirements of federal, state, and municipal governments and appropriate departments, commissions, boards, and officers of these governments ("Legal Requirements") throughout the Term of this Lease, and without cost to Lessor. Lessee shall promptly comply with these Legal Requirements whether they are foreseen or unforeseen, or ordinary or extraordinary.

## **ARTICLE 6. LIENS AND ENCUMBRANCES**

### **Creation Not Allowed**

6.01 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.

### **Lessor Not Liable for Labor, Services, or Materials Furnished to Lessee**

6.02 Lessor shall not be liable for any labor, services, or materials furnished or to be furnished to Lessee in connection with any work performed on or at the Leased Premises.

## **ARTICLE 7. INSURANCE**

## **Liability Insurance**

7.01 At all times during the Term of this Lease, Lessee shall maintain, at its sole cost, comprehensive broad-form general public liability insurance against claims and liability for personal injury, death, and property damage arising from the use, occupancy, disuse, or condition of the Leased Premises. The insurance shall be maintained for the mutual benefit of Lessor and Lessee. The insurance policy or policies shall name both Lessor and Lessee as insureds.

## **Certificates of Insurance**

7.02 Lessee shall furnish Lessor with certificates of all insurance required by this Article 7 upon request by Lessor. Lessor shall furnish Lessee with certificates of all insurance required by this Article 7 upon request by Lessee.

## **Indemnification of Lessor**

7.03 Lessor shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from any use of the Leased Premises or Improvements, or caused by any defect in any building, structure, equipment, facility, or other improvement on the Leased Premises, or caused by or arising from any act or omission of Lessee, or any of its agents, employees, licensees, or invitees, or by or from any accident, fire, or other casualty on the land, or occasioned by the failure of Lessee to maintain the premises in safe condition. Lessee waives all claims and demands on its behalf against Lessor for any loss, damage, or injury, and agrees to indemnify and hold Lessor entirely free and harmless from all liability for any loss, damage, costs, or injury of other persons, and from all costs and expenses 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.

## **Casualty Insurance**

7.04 At all times during the Term of this Lease, Lessor shall maintain adequate casualty insurance covering the Leased Premises and any improvements. Lessee will reimburse Lessor for the full amount of the premiums for said casualty insurance within thirty (30) days of notice to Lessee that premiums have been paid. Lessee is solely responsible for casualty insurance covering any fixtures, furniture, or equipment.

## **ARTICLE 8. LEASE HOLD MORTGAGES**

### **Leasehold Mortgages Not Permitted**

8.01 Lessee shall not be permitted to mortgage Lessee's leasehold interest in the Leased Premises. Lessee agrees to subordinate any interest created by this lease to any indebtedness of the Lessor presently or hereinafter existing. This includes, without limitation, bond financing.

## **ARTICLE 9. DEFAULT**

### **Events of Default**

9.01 Lessee's failure to observe or perform or cause to be observed or performed any other term, covenant, or agreement under this Lease shall constitute a default under this Lease.

#### **Notice of Election to Terminate Lessee's Possession**

9.02 If any event creating default occurs, Lessor may elect to terminate Lessee's right of possession under this Lease. Upon termination, all of Lessee's rights, title, and interest in the Leased Premises shall expire completely and Lessee shall, within a reasonable time, quit and surrender the Leased Premises.

#### **Lessor's Entry After Termination of Lessee's Possession**

9.03 At any time after the termination of Lessee's right of possession under this Lease pursuant to Paragraph 9.02 of this Lease, Lessor may enter and possess the Leased Premises by summary proceedings, ejectment, or otherwise, and Lessor may remove Lessee and all other persons and property from the Leased Premises.

#### **Costs Incurred Due to Breach**

9.04 Lessee expressly agrees to pay all expenses that Lessor may incur for reasonable attorneys' fees, and all other costs paid or incurred by Lessor for enforcing the terms and provisions of this Lease, restoring the Leased Premises to good order and condition, and for maintaining the Leased Premises.

### **ARTICLE 10. EXPIRATION OF TERM**

#### **Lessee's Delivery of Possession After Termination or Expiration**

10.01 On the expiration date of this Lease as set forth in Paragraph 2.01 of this Lease, or the termination of Lessee's possession under this Lease pursuant to Paragraph 9.03, or any entry or possession of the Leased Premises by Lessor pursuant to Paragraph 9.03 (collectively referred to as the "Expiration Date"), Lessee shall promptly quit and surrender the Leased Premises, and deliver to Lessor actual possession and ownership of the Leased Premises, and return the premises in good condition, wear and tear excepted.

#### **Lessee's Removal of Movable Objects**

10.02 Lessee shall have the right to remove from the Leased Premises and Improvements all movable fixtures, movable equipment, and articles of personal property used or procured for use in connection with the use of the Leased Premises on or before the Expiration Date, provided that Lessee shall promptly repair, or cause to be repaired, any damage resulting to the Leased Premises or Improvements by reason of this removal. Any fixtures, equipment, or articles of personal property of Lessee that remain at or on the Leased Premises after the Expiration Date shall be deemed to have been abandoned by Lessee, and may either be retained by Lessor as its property or disposed of by Lessor without accountability to Lessee for the value of these fixtures, equipment, or articles of personal property, or any proceeds derived from the sale of these items.

### **ARTICLE 11. GENERAL PROVISIONS**

#### **No Waiver of Breach by Lessor's Actions**

11.01 The failure of Lessor to seek redress for violation of, or to insist on the strict performance of any covenant, agreement, term, provision, or condition of this Lease shall not constitute a waiver of the covenant, agreement, term, provision, or condition. The receipt by Lessor of rent with knowledge of the breach of any covenant, agreement, term, provision, or condition of this Lease shall not be deemed a waiver of that breach.

### **Waiver of Any Provision Must Be Written**

11.02 No provision of this Lease shall be deemed to have been waived, unless the waiver is in writing and signed by the party against whom enforcement is sought. Each right and remedy of Lessor provided for in this Lease shall be cumulative and in addition to every other right or remedy provided for in this Lease, or now or later existing at law, in equity, by statute, or otherwise.

### **Entire Agreement**

11.03 This Lease and the Exhibits annexed to this Lease contain the entire agreement between Lessor and Lessee, and any agreement made after the execution of this Lease between Lessor and Lessee shall be ineffective to change, modify, waive, release, discharge, terminate, or effect a surrender or abandonment of this Lease, in whole or in part, unless that agreement is in writing and signed by the party against whom enforcement is sought.

### **Notices**

11.04 All notices and demands of any kind that either party may be required or may desire to give to the other in connection with this Lease must be given by registered or certified mail, return receipt requested, with postage fully prepaid, and addressed to the party to be served at the party's address as set forth below. Any notice shall be deemed received on first attempted delivery. Any party may change the address to which notices to that party are to be directed by notice given in the manner provided in this Paragraph 11.04.

Lessor: Paul Mueller  
Chairman  
Baldwin County Emergency Communication District  
23171 McAuliffe Drive  
Robertsdale, Alabama 36567

Lessee: Joe Davis, III  
Chairman  
Baldwin County Commission  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507

### **Lessor's Entry and Inspection of Premises**

11.05 Lessor, or its agents or designees, shall have the right to enter the Leased Premises during reasonable business hours for inspection, or to complete any work that may be necessary because of Lessee's default under any of the terms, covenants, and conditions of this Lease continuing beyond the applicable periods of grace, or to exhibit the Leased Premises. Lessor operates a dispatch service and certain pieces of equipment used for those services may remain on the Leased Premises. When Lessor needs to access such equipment, Lessor may access the Leased Premises at any reasonable time and in any reasonably non-intrusive manner.

### **Partial Invalidity or Unenforceability**

11.06 If any term, covenant, or condition of this Lease shall be invalid or unenforceable to any extent, the remainder of the terms, covenants, and conditions of this Lease shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

### **Individuals Benefitted by Lease**

11.07 This Lease shall inure to the benefit of and be binding on Lessor and Lessee and their respective distributees, personal representatives, executors, successors, and assigns except as otherwise provided in this Lease.

### **No Agency**

11.08 Nothing contained in this Agreement shall be deemed or construed by the parties or by any third person to create a relationship of principal and agent or of partnership or of joint venture or of any association between Lessee and Lessor, and neither the provisions contained in this Agreement or any acts of the parties shall be deemed to create any relationship between Lessee and Lessor, other than the relationship of Lessor and Lessee.

## **ARTICLE 12. DISCLAIMER OF WARRANTIES**

12.01 The execution by the Lessor and Lessee of this Agreement shall not be construed as a warranty or representation by the Lessor or by Lessee that the premises are fit and suitable for the use which Lessee intends to make or may make of the premises or for the installation of the proposed improvements. The Lessor hereby specifically disclaims any and all warranties whether express or implied.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Lease this day and year first above written.

<p><b>Signed in the Presence of:</b></p> <p>_____</p> <p>Notary</p>	<p><b><u>LESSOR:</u></b></p> <p><b>BALDWIN EMERGENCY COMMUNICATIONS DISTRICT</b></p> <p>By: _____</p> <p>Paul Mueller, Chairman</p>
---	---

<p><b>Signed in the Presence of:</b></p> <p>_____</p> <p>Notary</p>	<p><b><u>LESSEE:</u></b></p> <p><b>BALDWIN COUNTY COMMISSION</b></p> <p>By: _____</p> <p>Joe Davis, III, Chairman</p>
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**EXHIBIT A**

**LEGAL DESCRIPTION**

320' X 300' FR THE NW COR OF NW1/4 OF SEC 4, RUN TH S 340', TH E 150' FOR THE POB, CONT E 300', TH S 320', TH W 300', TH N 320' TO THE POB IN THE CITY OF FOLEY SEC 4-T8S-R4E (WD)



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0979, **Version:** 1

**Item #:** HA2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/15/2021

**Item Status:** Addendum

**From:** Joey Nunnally, County Engineer; Brian Peacock, CIS Director

**Submitted by:** Brian Peacock, CIS Director

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### **ITEM TITLE**

Tyler Technologies - Purchase of Asset Performance Module

### **STAFF RECOMMENDATION**

Approve and authorize the Chairman to execute all documents related to the Tyler Technologies sales quotation for the Asset Performance Module in the amount of \$39,480.00 and an estimated travel expense of \$1,370.00.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** 06/04/2019

**Background:** At its regularly scheduled meeting on June 4, 2019, the Commission approved and authorized the Chairman to sign all documents related to the purchase and installation of Tyler Technologies software and related services through a Sourcewell contract, formerly known as National Joint Powers Alliance, for the amount of \$1,140,220.00 with an additional estimated travel cost of \$97,270.00. Invoicing for all fees are set forth in the Investment Summary per Tyler Technologies' Invoicing and Payment Policy attached in the License and Services Agreement. (Agreement was effective June 11, 2019.)

As the third phase of project implementation began, it was determined by the County Highway Department that the optional Asset Performance module would be beneficial to enhance the Tyler Technologies EAM solution. This module will provide analytics, reporting, and asset lifecycle management. This additional tool will help manage priorities, budgets, and services levels related to assets.

### **FINANCIAL IMPACT**

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

Asset Performance module:

Total Tyler Software and Services            \$39,480.00

Estimated Travel Expense	\$1,370.00
Contract Total	\$40,850.00

Total cost of recommendation: \$40,850.00

**Budget line item(s) to be used:** 11153100.55240

**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?**

David Conner, previously reviewed Tyler Technologies legal documents

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

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

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

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

**FOLLOW UP IMPLEMENTATION**

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

**Individual(s) responsible for follow up:** Brian Peacock

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

Brian Peacock will email signed documents to Tyler Technologies contact who will return a counter-signed copy.

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



Quoted By: David Regnery  
 Date: 5/27/2021  
 Quote Expiration: 10/24/2021  
 Quote Name: Baldwin County-ERP-Asset Performance  
 Quote Number: 2021-127246  
 Quote Description: Asset Performance

**Sales Quotation For**

Baldwin County  
 322 Courthouse Sq  
 Bay Minette , AL 36507-4809  
 Phone: +1 (251) 937-9561

**Tyler Software and Related Services**

Description	License	Data Conversion	Module Total	Maintenance
<b>Civic Services</b>				
Asset Performance ( 5 )	\$3,000	\$0	\$3,000	\$600
<i>Sub-Total:</i>	\$3,000	\$0	\$3,000	\$600
<b>TOTAL:</b>	<b>\$3,000</b>	<b>\$0</b>	<b>\$3,000</b>	<b>\$600</b>

**Other Services**

Description	Quantity	Unit Price	Extended Price	Maintenance
Civic Services - Onsite Hours	44	\$210	\$9,240	\$0
Civic Services - Remote Hours	124	\$185	\$22,940	\$0
Project Management	20	\$185	\$3,700	\$0
<b>Total:</b>			<b>\$35,880</b>	<b>\$0</b>

**Summary**

	One Time Fees	Recurring Fees
Total Tyler Software	\$3,000.00	\$600.00
Total Tyler Annual		\$0.00
Total Tyler Services	\$35,880.00	\$0.00
Total Third Party Hardware, Software and Services	\$0.00	\$0.00
<b>Summary Total</b>	<b>\$38,880.00</b>	<b>\$600.00</b>
<b>Contract Total (Excluding Estimated Travel)</b>	<b>\$39,480.00</b>	
<b>Estimated Travel Expenses</b>	<b>\$1,370.00</b>	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Client Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ P.O.#: \_\_\_\_\_

## Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

## Comments

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's pricing is based on the scope of proposed products and services being obtained from Tyler. Should portions of the scope of products or services be removed by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and Baldwin County, with offices at 322 Courthouse Square, Bay Minette, Alabama 36507-4809 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated June 11, 2019 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The following unused conversions are hereby removed from the Agreement:
  - a. Payroll – Accrual Balances, at a contract price of: \$1,500;
  - b. Payroll – Certifications, at a contract price of: \$1,400;
  - c. Payroll – Deductions, at a contract price of: \$1,800;
  - d. Payroll – Education, at a contract price of: \$1,400;
  - e. Payroll – Position Control, at a contract price of: \$1,400;
  - f. Payroll – Standard, at a contract price of: \$2,000; and
  - g. Payroll – State Retirement Tables, at a contract price of: \$1,400
2. The services set forth in the Investment Summary attached hereto as Exhibit 1 are hereby added to the Agreement. Services added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Baldwin County

By: Jisel Lopez

By: Joe Davis III

Name: Jisel Lopez

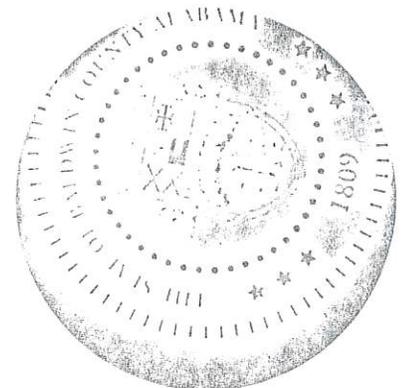
Name: Joe Davis, III

Title: Senior Corporate Attorney

Title: Chairman

Date: April 9, 2021

Date: 04/09/2021





**Exhibit 1**  
**Investment Summary**

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

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Quoted By: David Regnery  
 Date: 1/4/2021  
 Quote Expiration: 7/3/2021  
 Quote Name: Baldwin County-ERP-Change Order 60 Hours  
 Quote Number: 2021-121158  
 Quote Description: 60 Hours Implementation

**Sales Quotation For**

Baldwin County  
 322 Courthouse Sq  
 Bay Minette , AL 36507-4809  
 Phone: +1 (251) 937-9561  
 Email: BPEACOCK@baldwincountyal.gov

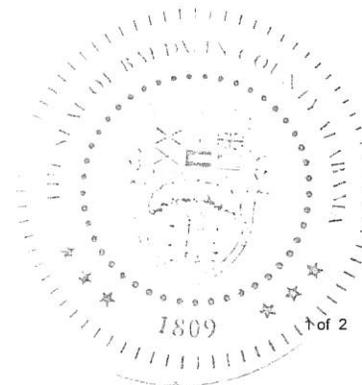
**Other Services**

Description	Quantity	Unit Price	Extended Price	Maintenance
Implementation Hours	60	\$175	\$10,500	\$0
<b>TOTAL:</b>			<b>\$10,500</b>	<b>\$0</b>

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$0.00	\$0.00
Total Tyler Annual		\$0.00
Total Tyler Services	\$10,500.00	\$0.00
Total Third Party Hardware, Software and Services	\$0.00	\$0.00
<b>Summary Total</b>	<b>\$10,500.00</b>	<b>\$0.00</b>
<b>Contract Total (Excluding Estimated Travel)</b>	<b>\$10,500.00</b>	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Client Approval: Joe Davis III Date: 04/04/2021  
 Print Name: Joe Davis, III P.O.#: \_\_\_\_\_



## Comments



## LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number 87,730.

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell RFP #110515 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 110515-TTI (hereinafter, the "Sourcewell Contract");

WHEREAS, documentation of the Sourcewell competitive bid process, as well as Tyler's contract with and pricing information for Sourcewell is available at <https://sourcewell-mn.gov/cooperative-purchasing/>; and

WHEREAS, Client desires to purchase off the Sourcewell Contract to procure Munis software functionality from Tyler, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

### SECTION A – DEFINITIONS

- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means Baldwin County, Alabama.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current

Invoicing and Payment Policy is attached as Exhibit B.

- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

## SECTION B – SOFTWARE LICENSE

### 1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 1.6 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply

with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

1.7 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

### SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-

refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

#### **SECTION D – MAINTENANCE AND SUPPORT**

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

## SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
  - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
  - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
  - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.
  - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
  - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
  - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.
5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.
6. Doc Origin Software. Tyler uses DocOrigin software as part of Tyler's Tyler Forms Processing software and whereas Tyler provides a site license for Tyler Forms Processing. Exhibit D, Schedule 1, Section 1.4 of the EULA does not apply to the Client's use of the Software.

## SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

## SECTION G – TERMINATION

1. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section F(2).
  - 1.1 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3).
  - 1.2 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of this Agreement for a period of forty-five (45) days or more.
  - 1.3 Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid license and other fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

## SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
  - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us

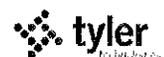
promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

## 2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

## 3. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE



MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

#### **SECTION I – GENERAL TERMS AND CONDITIONS**

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains

unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of

this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
  - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
  - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
  - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
  - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your

state of domicile, without regard to its rules on conflicts of law.

- 20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
- 21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
- 22. Contract Documents. This Agreement includes the following exhibits:

- Exhibit A Investment Summary
- Exhibit B Invoicing and Payment Policy  
Schedule 1: Business Travel Policy
- Exhibit C Maintenance and Support Agreement  
Schedule 1: Support Call Process
- Exhibit D Third Party Terms

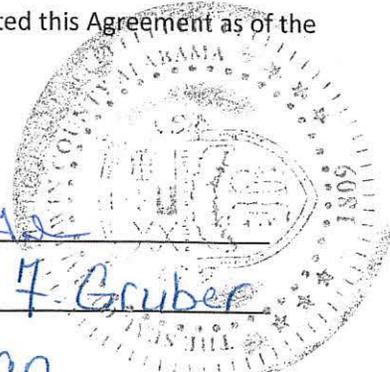
IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Baldwin County

By: Andrea Fravet  
 Name: Andrea L. Fravet  
 Title: Director of Legal Affairs  
 Date: 6/10/2019

By: Charles F. Gruber  
 Name: Charles F. Gruber  
 Title: Chairman  
 Date: 6/11/2019



Address for Notices:

Tyler Technologies, Inc.  
 One Tyler Drive  
 Yarmouth, ME 04096  
 Attention: Chief Legal Officer

Address for Notices:

Baldwin County  
 322 Courthouse Square  
 Bay Minette, AL 36507-4809  
 Attention: Brian Peacock





**Exhibit A**  
**Investment Summary**

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

*Tyler sales quotation to be inserted prior to Agreement execution.*

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## Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing:** We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

### 1. Tyler Software.

1.1 *License Fees:* License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); and (c) 15% on the earlier of use of the Tyler Software in live production or 180 days after the Available Download Date.

1.2 *Maintenance and Support Fees:* Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on that earlier-of date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.

### 2. Professional Services.

2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

2.4 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30)

days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.

2.5 *Other Fixed Price Services*: Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

2.6 *Change Management Services*: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.

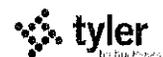
3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

**Payment.** Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.  
 420 Montgomery  
 San Francisco, CA 94104  
 ABA: 121000248



Account: 4124302472  
Beneficiary: Tyler Technologies, Inc. – Operating



**Exhibit B**  
**Schedule 1**  
**Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

## 2. Ground Transportation

### A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee’s office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

### B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

### C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

### D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

## 3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler’s work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

#### 4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

##### A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

##### Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

##### Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

##### B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.\*

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

## 5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

## 6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



## Exhibit C Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.
2. Maintenance and Support Fees. Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
  - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
  - 3.2 provide telephone support during our established support hours;
  - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
  - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
  - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.
4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services

remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
- (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
- (c) You will perform daily database backups and verify that those backups are successful.

6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



**Exhibit C  
Schedule 1  
Support Call Process**

**Support Channels**

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

*Support Resources*

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – [www.tylertech.com](http://www.tylertech.com) – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

**Support Availability**

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	



## Issue Handling

### Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler’s website or by calling software support directly.

### Incident Priority

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

### *Incident Escalation*

Tyler Technology’s software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client’s needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident’s priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

### *Remote Support Tool*

Some support calls require further analysis of the client’s database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client’s desktop and view the site’s setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



**Exhibit D**  
**DocOrigin End User License Agreement**

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DocOrigin

SOFTWARE LICENSE

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  - B. Per-Document.** This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance, a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.
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- 1.5 Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.
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Last Updated: July 22, 2017



Quoted By: David Regnery  
 Date: 5/30/2019  
 Quote Expiration: 7/31/2019  
 Quote Name: Baldwin County-ERP-Munis  
 Quote Number: 2017-31860  
 Quote Description: May 2019 Contract Quote

**Sales Quotation For**

Baldwin County  
 322 Courthouse Sq  
 Bay Minette, AL 36507-4809  
 Phone +1 (251) 937-9561

**Tyler Software and Related Services**

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
<b>Financials:</b>						
Accounting/GL	\$115,500.00	136	\$23,800.00	\$17,000.00	\$156,300.00	\$20,790.00
Accounts Payable	\$34,700.00	48	\$8,400.00	\$0.00	\$43,100.00	\$6,246.00
BMI Asset Track Interface	\$5,800.00	24	\$4,200.00	\$0.00	\$10,000.00	\$1,044.00
Budgeting	\$34,700.00	48	\$8,400.00	\$0.00	\$43,100.00	\$6,246.00
Capital Assets	\$34,650.00	64	\$11,200.00	\$4,500.00	\$50,350.00	\$6,237.00
Cash Management	\$24,250.00	40	\$7,000.00	\$0.00	\$31,250.00	\$4,365.00
Inventory	\$34,650.00	64	\$11,200.00	\$6,200.00	\$52,050.00	\$6,237.00
Purchasing	\$58,900.00	144	\$25,200.00	\$4,000.00	\$88,100.00	\$10,602.00
<b>Human Capital Management:</b>						
ExecuTime Advanced Scheduling (150)	\$14,080.00	48	\$8,400.00	\$0.00	\$22,480.00	\$2,816.00
ExecuTime Advanced Scheduling Mobile Access	\$3,975.00	0	\$0.00	\$0.00	\$3,975.00	\$795.00
ExecuTime Time & Attendance (950)	\$33,790.00	176	\$30,800.00	\$0.00	\$64,590.00	\$6,758.00
ExecuTime Time & Attendance Mobile Access	\$5,075.00	0	\$0.00	\$0.00	\$5,075.00	\$1,015.00
Human Resources & Talent Management	\$18,100.00	72	\$12,600.00	\$0.00	\$30,700.00	\$3,258.00

**Tyler Software and Related Services**

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Payroll w/ESS	\$23,500.00	160	\$28,000.00	\$16,000.00	\$67,500.00	\$4,230.00
Recruiting	\$5,500.00	24	\$4,200.00	\$0.00	\$9,700.00	\$990.00
<b>Revenue:</b>						
Accounts Receivable	\$30,000.00	104	\$18,200.00	\$0.00	\$48,200.00	\$5,400.00
General Billing	\$14,000.00	56	\$9,800.00	\$11,200.00	\$35,000.00	\$2,520.00
<b>Productivity:</b>						
Tyler Forms Processing	\$19,500.00	0	\$0.00	\$0.00	\$19,500.00	\$3,900.00
Tyler Content Manager SE	\$45,000.00	64	\$11,200.00	\$0.00	\$56,200.00	\$8,100.00
Munis Analytics & Reporting	\$35,800.00	104	\$18,200.00	\$0.00	\$54,000.00	\$6,444.00
eProcurement	\$23,100.00	8	\$1,400.00	\$0.00	\$24,500.00	\$4,158.00
<b>Additional:</b>						
Asset Maintenance (40)	\$96,000.00	288	\$50,400.00	\$0.00	\$146,400.00	\$19,200.00
CAFR Statement Builder	\$18,750.00	32	\$5,600.00	\$0.00	\$24,350.00	\$3,375.00
Requestor Access License	\$4,800.00	0	\$0.00	\$0.00	\$4,800.00	\$960.00
Tyler GIS (40)	\$20,000.00	0	\$0.00	\$0.00	\$20,000.00	\$4,000.00
Sub-Total:	\$754,120.00		\$298,200.00	\$58,900.00	\$1,111,220.00	\$139,686.00
<i>Less Discount:</i>	<i>\$113,120.00</i>		<i>\$0.00</i>	<i>\$0.00</i>	<i>\$113,120.00</i>	<i>\$139,686.00</i>
<b>TOTAL:</b>	<b>\$641,000.00</b>	<b>1704</b>	<b>\$298,200.00</b>	<b>\$58,900.00</b>	<b>\$998,100.00</b>	<b>\$0.00</b>

**Other Services**

Description	Quantity	Unit Price	Unit Discount	Extended Price
Additional Implementation	208	\$175.00	\$0.00	\$36,400.00
Install Fee - New Server Install-WIN	1	\$9,000.00	\$0.00	\$9,000.00
Post-Live Training	80	\$175.00	\$0.00	\$14,000.00
Project Planning Services	1	\$11,000.00	\$0.00	\$11,000.00
Tyler Forms Library - Financial	1	\$2,800.00	\$0.00	\$2,800.00
Tyler Forms Library - General Billing	1	\$2,500.00	\$0.00	\$2,500.00
Tyler Forms Library - Payroll	1	\$1,400.00	\$0.00	\$1,400.00
Tyler Forms Library - Personnel Action	1	\$1,200.00	\$0.00	\$1,200.00

**Other Services**

Description	Quantity	Unit Price	Unit Discount	Extended Price
Tyler Forms Processing Configuration	1	\$3,000.00	\$0.00	\$3,000.00
Tyler Forms Work Order/Pick Ticket Library - 4 Forms	1	\$2,800.00	\$0.00	\$2,800.00
<b>TOTAL:</b>				<b>\$84,100.00</b>

**3rd Party Hardware, Software and Services**

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
BMI AssetTrak ARS V2 Fixed Asset	1	\$2,790.00	\$0.00	\$2,790.00	\$0.00	\$0.00	\$0.00
Mobile Scanning Device Kit							
Genus I: Mag Stripe Reader	38	\$1,410.00	\$0.00	\$53,580.00	\$0.00	\$0.00	\$0.00
Tyler Secure Signature System with 2 Keys	1	\$1,650.00	\$0.00	\$1,650.00	\$0.00	\$0.00	\$0.00
<i>3rd Party Hardware Sub-Total:</i>			<i>\$0.00</i>	<i>\$58,020.00</i>			<i>\$0.00</i>
<b>TOTAL:</b>				<b>\$58,020.00</b>			<b>\$0.00</b>

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$641,000.00	\$0.00
Total Tyler Services	\$441,200.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$58,020.00	\$0.00
<b>Summary Total</b>	<b>\$1,140,220.00</b>	<b>\$0.00</b>
<b>Contract Total</b>	<b>\$1,140,220.00</b>	
<b>(Excluding Estimated Travel Expenses)</b>		
<b>Estimated Travel Expenses</b>	<b>\$97,270.00</b>	

**Detailed Breakdown of Conversions (included in Contract Total)**

Description	Unit Price	Unit Discount	Extended Price
Accounting - Actuals up to 3 years	\$2,000.00	\$0.00	\$2,000.00
Accounting - Budgets up to 3 years	\$2,000.00	\$0.00	\$2,000.00
Accounting Standard COA	\$3,000.00	\$0.00	\$3,000.00
Accounts Payable - Checks up to 5 years	\$3,000.00	\$0.00	\$3,000.00
Accounts Payable - Invoice up to 5 years	\$4,000.00	\$0.00	\$4,000.00
Accounts Payable Standard Master	\$3,000.00	\$0.00	\$3,000.00
Capital Assets Std Master	\$4,500.00	\$0.00	\$4,500.00
General Billing - Bills up to 5 years	\$5,000.00	\$0.00	\$5,000.00
General Billing - Recurring Invoices	\$4,000.00	\$0.00	\$4,000.00
General Billing Std CID	\$2,200.00	\$0.00	\$2,200.00
Inventory - Commodity Codes	\$2,200.00	\$0.00	\$2,200.00
Inventory Std Master	\$4,000.00	\$0.00	\$4,000.00
Payroll - Accrual Balances	\$1,500.00	\$0.00	\$1,500.00
Payroll - Accumulators up to 5 years	\$1,400.00	\$0.00	\$1,400.00
Payroll - Certifications	\$1,400.00	\$0.00	\$1,400.00
Payroll - Check History up to 5 years	\$1,200.00	\$0.00	\$1,200.00
Payroll - Deductions	\$1,800.00	\$0.00	\$1,800.00
Payroll - Earning/Deduction Hist up to 5 years	\$2,500.00	\$0.00	\$2,500.00
Payroll - Education	\$1,400.00	\$0.00	\$1,400.00
Payroll - Position Control	\$1,400.00	\$0.00	\$1,400.00
Payroll - Standard	\$2,000.00	\$0.00	\$2,000.00
Payroll - State Retirement Tables	\$1,400.00	\$0.00	\$1,400.00
Purchasing - Purchase Orders - Standard Open PO's only	\$4,000.00	\$0.00	\$4,000.00
<b>TOTAL:</b>			<b>\$58,900.00</b>

**Optional SaaS**

Description	# Years	Annual Fee	One Time Fees		
			Impl. Hours	Impl. Cost	Data Conversion
<b>Productivity:</b>					
Transparency Portal	1	\$13,000.00	0	\$0.00	\$0.00
<b>Additional:</b>					
Tyler Detect	1	\$37,000.00	0	\$0.00	\$0.00

**Optional Tyler Software & Related Services**

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
<b>Financials:</b>						
Bid Management	\$15,000.00	32	\$5,600.00	\$0.00	\$20,600.00	\$2,700.00
Contract Management	\$15,000.00	32	\$5,600.00	\$6,000.00	\$26,600.00	\$2,700.00
Employee Expense Reimbursement	\$14,200.00	56	\$9,800.00	\$0.00	\$24,000.00	\$2,556.00
Project & Grant Accounting	\$25,400.00	48	\$8,400.00	\$7,000.00	\$40,800.00	\$4,572.00
<b>Revenue:</b>						
Tyler Cashiering	\$46,000.00	56	\$9,800.00	\$0.00	\$55,800.00	\$8,280.00
<b>Productivity:</b>						
Citizen Self Service	\$30,000.00	8	\$1,400.00	\$0.00	\$31,400.00	\$5,400.00
<b>Additional:</b>						
Asset Performance (20)	\$12,000.00	168	\$29,400.00	\$0.00	\$41,400.00	\$2,400.00
Payroll - PM Action History up to 5 years - C	\$0.00	0	\$0.00	\$1,400.00	\$1,400.00	\$0.00
Payroll - Recruiting - C	\$0.00	0	\$0.00	\$1,400.00	\$1,400.00	\$0.00
Tyler 311/Incident Management	\$22,000.00	80	\$14,000.00	\$0.00	\$36,000.00	\$4,400.00
Tyler Disaster Recovery Service	\$0.00	0	\$0.00	\$0.00	\$0.00	\$30,000.00
Tyler System Management Services Contract	\$0.00	0	\$0.00	\$0.00	\$0.00	\$30,000.00
<b>TOTAL:</b>	<b>\$179,600.00</b>	<b>480</b>	<b>\$84,000.00</b>	<b>\$15,800.00</b>	<b>\$279,400.00</b>	<b>\$93,008.00</b>

**Optional Other Services**

Description	Quantity	Unit Price	Discount	Extended Price
Install Fee - Transparency Portal	1	\$4,500.00	\$0.00	\$4,500.00
Install Fee - Tyler Detect	1	\$1,000.00	\$0.00	\$1,000.00
Source Code Escrow	1	\$1,500.00	\$0.00	\$1,500.00
<b>TOTAL:</b>				<b>\$7,000.00</b>

**Optional Conversion Details (Prices Reflected Above)**

Description	Unit Price	Unit Discount	Extended Price
Contracts	\$6,000.00	\$0.00	\$6,000.00
Payroll - PM Action History up to 5 years	\$1,400.00	\$0.00	\$1,400.00
Payroll - Recruiting	\$1,400.00	\$0.00	\$1,400.00
Project Grant Accounting - Actuals up to 3 years	\$2,000.00	\$0.00	\$2,000.00
Project Grant Accounting - Budgets up to 3 years	\$2,000.00	\$0.00	\$2,000.00
Project Grant Accounting Standard	\$3,000.00	\$0.00	\$3,000.00
<b>TOTAL:</b>			<b>\$15,800.00</b>

**Optional 3rd Party Hardware, Software and Services**

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
BMI CollectIT Inventory Bar Code Scanning System	1	\$6,490.00	\$0.00	\$6,490.00	\$0.00	\$0.00	\$0.00
<i>3rd Party Hardware Sub-Total:</i>			<i>\$0.00</i>	<i>\$6,490.00</i>			<i>\$0.00</i>
<b>TOTAL:</b>				<b>\$6,490.00</b>			<b>\$0.00</b>

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval:  Date: 6-24-2019  
 Print Name: Charles F Gruber P.O. #: \_\_\_\_\_

All primary values quoted in US Dollars

**Tyler Discount Detail**

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
<b>Financials:</b>						
Accounting/GL	\$115,500.00	\$17,325.00	\$98,175.00	\$20,790.00	\$20,790.00	\$0.00
Accounts Payable	\$34,700.00	\$5,205.00	\$29,495.00	\$6,246.00	\$6,246.00	\$0.00
BMI Asset Track Interface	\$5,800.00	\$870.00	\$4,930.00	\$1,044.00	\$1,044.00	\$0.00
Budgeting	\$34,700.00	\$5,205.00	\$29,495.00	\$6,246.00	\$6,246.00	\$0.00
Capital Assets	\$34,650.00	\$5,198.00	\$29,452.00	\$6,237.00	\$6,237.00	\$0.00
Cash Management	\$24,250.00	\$3,638.00	\$20,612.00	\$4,365.00	\$4,365.00	\$0.00
Inventory	\$34,650.00	\$5,198.00	\$29,452.00	\$6,237.00	\$6,237.00	\$0.00
Purchasing	\$58,900.00	\$8,835.00	\$50,065.00	\$10,602.00	\$10,602.00	\$0.00
<b>Payroll/HR:</b>						
ExecuTime Advanced Scheduling (150)	\$14,080.00	\$2,112.00	\$11,968.00	\$2,816.00	\$2,816.00	\$0.00
ExecuTime Advanced Scheduling Mobile Access	\$3,975.00	\$596.00	\$3,379.00	\$795.00	\$795.00	\$0.00
ExecuTime Time & Attendance (950)	\$33,790.00	\$5,069.00	\$28,721.00	\$6,758.00	\$6,758.00	\$0.00
ExecuTime Time & Attendance Mobile Access	\$5,075.00	\$761.00	\$4,314.00	\$1,015.00	\$1,015.00	\$0.00
Human Resources & Talent Management	\$18,100.00	\$2,715.00	\$15,385.00	\$3,258.00	\$3,258.00	\$0.00
Payroll w/ESS	\$23,500.00	\$3,525.00	\$19,975.00	\$4,230.00	\$4,230.00	\$0.00
Recruiting	\$5,500.00	\$825.00	\$4,675.00	\$990.00	\$990.00	\$0.00
<b>Revenue:</b>						
Accounts Receivable	\$30,000.00	\$4,500.00	\$25,500.00	\$5,400.00	\$5,400.00	\$0.00
General Billing	\$14,000.00	\$2,100.00	\$11,900.00	\$2,520.00	\$2,520.00	\$0.00
<b>Productivity:</b>						
eProcurement	\$23,100.00	\$3,465.00	\$19,635.00	\$4,158.00	\$4,158.00	\$0.00
Munis Analytics & Reporting	\$35,800.00	\$5,370.00	\$30,430.00	\$6,444.00	\$6,444.00	\$0.00
Tyler Content Manager SE	\$45,000.00	\$6,750.00	\$38,250.00	\$8,100.00	\$8,100.00	\$0.00
Tyler Forms Processing	\$19,500.00	\$2,925.00	\$16,575.00	\$3,900.00	\$3,900.00	\$0.00
<b>Additional:</b>						
Asset Maintenance (40)	\$96,000.00	\$14,400.00	\$81,600.00	\$19,200.00	\$19,200.00	\$0.00

**Tyler Discount Detail**

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
CAFR Statement Builder	\$18,750.00	\$2,813.00	\$15,937.00	\$3,375.00	\$3,375.00	\$0.00
Requestor Access License	\$4,800.00	\$720.00	\$4,080.00	\$960.00	\$960.00	\$0.00
Tyler GIS (40)	\$20,000.00	\$3,000.00	\$17,000.00	\$4,000.00	\$4,000.00	\$0.00
<b>TOTAL:</b>	<b>\$754,120.00</b>	<b>\$113,120.00</b>	<b>\$641,000.00</b>	<b>\$139,686.00</b>	<b>\$139,686.00</b>	<b>\$0.00</b>

## Comments

Tyler System Management Services is calculated at 25% of the Munis annual maintenance. There is a \$2,500 minimum annual fee.

Tyler's Disaster Recovery Service is calculated at 25% of the Munis annual maintenance. There is a \$5,000 minimum annual fee for Disaster Recovery service. The Disaster Recovery fees are applicable only to one Live Munis database and excludes all test and training databases.

Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the Munis Web Client and the MUNIS Self Service applications if hosted by the Client. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public internet. There are various vendors who sell SSL Certificates, with all ranges of prices.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Any forms included in this quote are based on the standard form templates provided. Custom forms, additional forms and any custom programming are subject to additional fees not included in this quote. The additional fees would be quoted at the time of request, generally during the implementation of the forms. Please note that the form solution provided requires the use of approved printers. You may contact Tyler's support team for the most current list of approved printers.

In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

Payroll library includes: 1 PR check, 1 direct deposit, 1 vendor from payroll check, 1 vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1 Contract, 1099M, 1099INT, 1099S, and 1099G.

General Billing library includes: 1 invoice, 1 statement, 1 general billing receipt and 1 miscellaneous receipt.

## Comments

Includes digitizing two signatures, additional charges will apply for additional signatures.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Tyler Forms Payroll Core library includes: 1 PR check, 1 direct deposit, 1 vendor from payroll check, 1 vendor from payroll direct deposit, W2, W2c, 1099 R, ACA 1095B and ACA 1095C.

Personnel Actions Forms Library includes: 1 Personnel Action form - New and 1 Personnel Action Form - Change.

Work Order & Pick Ticket Library includes: 1 Work Order - Services, 1 Work Order - Inventory, 1 Pick Ticket and 1 Delivery Ticket.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1099M, 1099INT, 1099S, and 1099G.

In the event a self-hosted customer opts to enroll as a beneficiary under Tyler's source code escrow agreement, Tyler will provide the paperwork required for enrollment. That self-hosted customer will be billed, on an annual basis, directly by Tyler's escrow agent, and all such fees must be paid directly to that escrow agent. Rates for subsequent years are subject to change at the discretion of Tyler's escrow agent.

BMI CollectIT w/ data validation enabled - USB, 802.11b/g Wireless Data Com Utility for WM 6.1/6.5 devices w/ remote Install/training up to 4 hrs & (1) yr phone support, Subsequent support and upgrade plans are available directly through BMI Includes a Unitech PA 690 PDT Kit with WIN 6.5, 26 Key keypad, laser, 807 MHZ Processor, 2 batteries, Power Supply, Pistol Grip, Cradle, 802.11b/g radio & BMI Collect-IT PDT Users License Includes: 1 yr Phone support/upgrades for CollectIT and 1 yr depot parts and Labor warranty on the PA 690 Portable Data Terminal.

Transparency Portal SaaS services will renew automatically for additional one (1) year terms at our then-current fee unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

If a Tyler client desires clocks that do not have direct connectivity back to the network server ExecuTime resides on, then a VPN device installation, to be provided at Tyler's then-current prices, will be needed for every location where a clock may reside.

Clocks will be shipped upon receipt of a signed quote or addendum. The warranty period starts when the clocks are shipped. The warranty period ends whichever occurs first, either 12 months after connecting the clocks to the ExecuTime software or 18 months from shipment.

Clock prices include Tyler instruction regarding clock configuration and connection to the ExecuTime software. Client is responsible for clock installation and connection to applicable network.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.

**Comments**

Notwithstanding the foregoing language, payment of annual subscription fees for Tyler Detect commence on the availability of the service. Tyler Detect services will renew automatically for additional one (1) year terms, and subsequent subscription fees are due annually in advance on the anniversary of the availability date at our then-current rates.

Pricing is based on client's current network size as defined by their entity size. Any material increases of network size may result in additional fees being assessed for the Tyler Detect service upon renewal.

As part of the implementation process, we will create individual headers to differentiate the Sheriff's Office vs. County at no additional cost, assuming the use of our standard template.



Quoted By: David Regnery  
 Date: 7/30/2019  
 Quote Expiration: 1/26/2020  
 Quote Name: Baldwin County-ERP-Projects & Grants  
 Quote Number: 2019-90468  
 Quote Description: Projects and Grant Accounting

**Sales Quotation For**

Baldwin County  
 322 Courthouse Sq  
 Bay Minette, AL 36507-4809  
 Phone +1 (251) 937-9561

**Tyler Software and Related Services**

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
<b>Financials:</b>						
Project & Grant Accounting	\$25,400.00	48	\$8,400.00	\$7,000.00	\$40,800.00	\$4,572.00
Sub-Total:	\$25,400.00		\$8,400.00	\$7,000.00	\$40,800.00	\$4,572.00
<i>Less Discount:</i>	<i>\$3,810.00</i>		<i>\$0.00</i>	<i>\$0.00</i>	<i>\$3,810.00</i>	<i>\$4,572.00</i>
<b>TOTAL:</b>	<b>\$21,590.00</b>	<b>48</b>	<b>\$8,400.00</b>	<b>\$7,000.00</b>	<b>\$36,990.00</b>	<b>\$0.00</b>

**Summary**

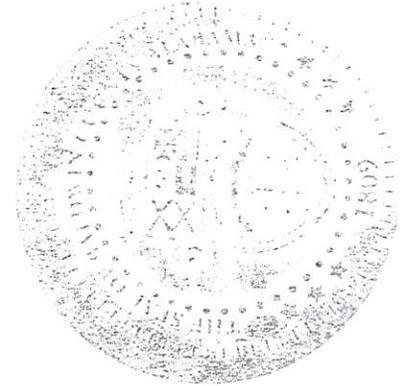
	One Time Fees	Recurring Fees
Total Tyler Software	\$21,590.00	\$0.00
Total Tyler Services	\$15,400.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
<b>Summary Total</b>	<b>\$36,990.00</b>	<b>\$0.00</b>
<b>Contract Total</b>	<b>\$36,990.00</b>	
<b>(Excluding Estimated Travel Expenses)</b>		
<b>Estimated Travel Expenses</b>	<b>\$2,740.00</b>	

**Detailed Breakdown of Conversions (included in Contract Total)**

Description	Unit Price	Unit Discount	Extended Price
Project Grant Accounting - Actuals up to 3 years	\$2,000.00	\$0.00	\$2,000.00
Project Grant Accounting - Budgets up to 3 years	\$2,000.00	\$0.00	\$2,000.00
Project Grant Accounting Standard	\$3,000.00	\$0.00	\$3,000.00
<b>TOTAL:</b>			<b>\$7,000.00</b>

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval: *Charles F. Gaubert* Date: *September 3, 2019*  
 Print Name: *Charles F. Gaubert* P.O. #: \_\_\_\_\_



All primary values quoted in US Dollars

**Tyler Discount Detail**

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
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**Financials:**

Project & Grant Accounting	\$25,400.00	\$3,810.00	\$21,590.00	\$4,572.00	\$4,572.00	\$0.00
<b>TOTAL:</b>	<b>\$25,400.00</b>	<b>\$3,810.00</b>	<b>\$21,590.00</b>	<b>\$4,572.00</b>	<b>\$4,572.00</b>	<b>\$0.00</b>

## Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

**Comments**

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

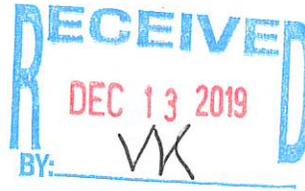
Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.



One Tyler Drive  
Yamouth, ME 04096

P: 800.772.2260  
F: 207.781.2459

[www.tylertech.com](http://www.tylertech.com)



December 10, 2019

Baldwin County  
312 Courthouse Square, Suite 12  
Bay Minette, AL 36507

Dear Sir or Madam,

Enclosed please find one (1) signed original of the Amendment to the License and Services Agreement between Baldwin County and Tyler Technologies, Inc.

Thank you for selecting Tyler Technologies, Inc. to meet your software needs. Please do not hesitate to contact me at 1-800-772-2260, extension 4641, if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jisel E. Lopez". The signature is stylized and fluid, with a long horizontal stroke extending to the right.

Jisel E. Lopez  
Senior Corporate Attorney

Enclosures



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and Baldwin County, Alabama with offices at 322 Courthouse Square, Bay Minette, Alabama 36507 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated June 11, 2019 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

- 1. The following unused conversions are hereby removed from the Agreement:

Table with 2 columns: Description, Contract Price. Rows include Capital Assets Std Master (\$4,500.00), General Billing - Recurring Invoices (\$4,000.00), General Billing Std CID (\$2,200.00), Inventory - Commodity Codes (\$2,200.00), Project Grant Accounting - Actuals up to 3 years (\$2,000.00), Project Grant Accounting - Budget up to 3 years (\$2,000.00), Project Grand Accounting Standard (\$3,000.00), and Total: \$19,900.00.

- 2. The items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the execution date of this Amendment. Payment of fees and costs for such items shall conform to the following terms:
a. License Fees. License fees will be invoiced when Tyler makes the software added to the Agreement pursuant to this Amendment available for download (for the purpose of this Amendment, the "Available Download Date").
b. Maintenance Fees. Year 1 annual maintenance and support fees, prorated for a time period commencing on the Available Download Date and ending at the same time as the end of the then-current annual maintenance term for the Tyler Software already licensed under the Agreement, are due on the Available Download Date. Subsequent annual maintenance fees will be invoiced in accord with the Agreement.
c. Services Fees & Expenses. Services added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.



4. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

By: Andrea Fravert

Name: Andrea Fravert

Title: Director of Legal Affairs

Date: 12/10/19

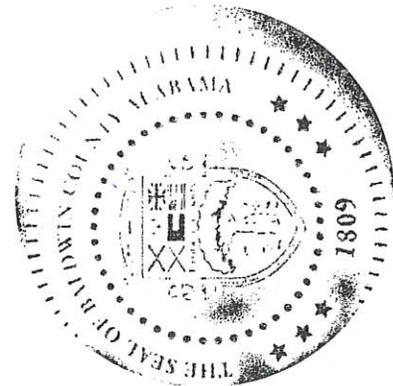
Baldwin County, AL

By: Billie Jo Underwood

Name: Billie Jo Underwood

Title: Chairman

Date: 12/3/2019





**Exhibit 1**  
**Investment Summary**

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

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Quoted By: David Regnery  
 Date: 10/21/2019  
 Quote Expiration: 4/18/2020  
 Quote Name: Baldwin County-ERP-CM Change Order  
 Quote Number: 2019-95696  
 Quote Description: Change Order-Contract Management

**Sales Quotation For**

Baldwin County  
 322 Courthouse Sq  
 Bay Minette, AL 36507-4809  
 Phone +1 (251) 937-9561

**Tyler Software and Related Services**

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
<b>Financials:</b>						
Contract Management	\$13,601.00	32	\$5,600.00	\$0.00	\$19,201.00	\$2,448.00
<b>TOTAL:</b>	<b>\$13,601.00</b>	<b>32</b>	<b>\$5,600.00</b>	<b>\$0.00</b>	<b>\$19,201.00</b>	<b>\$2,448.00</b>

**Summary**

	One Time Fees	Recurring Fees
Total Tyler Software	\$13,601.00	\$2,448.00
Total Tyler Services	\$5,600.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
<b>Summary Total</b>	<b>\$19,201.00</b>	<b>\$2,448.00</b>
<b>Contract Total (Excluding Estimated Travel Expenses)</b>	<b>\$21,649.00</b>	
<b>Estimated Travel Expenses</b>	<b>\$1,370.00</b>	

**Optional Tyler Software & Related Services**

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
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**Optional Tyler Software & Related Services**

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
<b>Additional:</b>						
Contracts - F	\$0.00	0	\$0.00	\$6,000.00	\$6,000.00	\$0.00
<b>TOTAL:</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>\$6,000.00</b>	<b>\$6,000.00</b>	<b>\$0.00</b>

**Optional Conversion Details (Prices Reflected Above)**

Description	Unit Price	Unit Discount	Extended Price
Contracts	\$6,000.00	\$0.00	\$6,000.00
<b>TOTAL:</b>			<b>\$6,000.00</b>

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval: Billie Jo Underwood Date: 12/3/2019  
 Print Name: Billie Jo Underwood P.O. #: \_\_\_\_\_

All primary values quoted in US Dollars

## Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

**Comments**

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and Baldwin County, Alabama with offices at 322 Courthouse Square, Bay Minette, Alabama 36507 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated June 11, 2019 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The following unused conversions are hereby removed from the Agreement:

Description	Contract Price
Accounts Payable – Invoices up to 5 years (remaining 50%)	\$2,000.00
Accounts Payable Standard Master	\$3,000.00
General Billing – Bills up to 5 years	\$5,000.00
Purchasing – Purchase Orders – Standard Open POs only (remaining 50%)	\$2,000.00

2. Thirty-eight (38) Genus I: Mag Stripe Readers totaling \$53,580.00, are hereby removed from the Agreement.
3. The items set forth in the sales quotations attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the Amendment Effective Date. Payment of fees and costs for such items shall conform to the following terms:
  - a. Fees for services, along with applicable expenses, shall be invoiced as provided and/or incurred.
  - b. Fees for Third Party Hardware shall be invoiced upon delivery.
4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.



5. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

By: Robert Kennedy-Jensen

Name: Robert Kennedy-Jensen

Title: Director of Contracts

Date: 08/07/2020

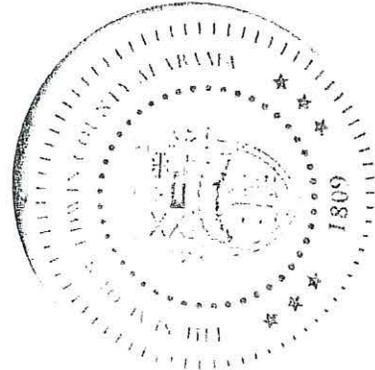
Baldwin County, AL

By: Billie Jo Underwood

Name: Billie Jo Underwood

Title: Chairman

Date: 8/6/2020





**Exhibit 1**  
**Investment Summary**

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

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Quoted By: David Regnery  
 Date: 6/9/2020  
 Quote Expiration: 12/2/2020  
 Quote Name: Baldwin County-ERP- Change Order 52 Hours  
 Quote Number: 2020-110982  
 Quote Description: Change Order 68 Hours Imp. Services

**Sales Quotation For**

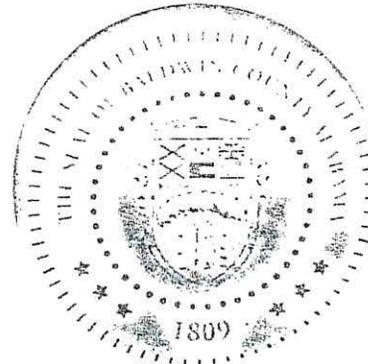
Baldwin County  
 322 Courthouse Sq  
 Bay Minette, AL 36507-4809  
 Phone +1 (251) 937-9561

**Other Services**

Description	Quantity	Unit Price	Unit Discount	Extended Price
Implementation Hours	68	\$175.00	\$0.00	\$11,900.00
<b>TOTAL:</b>				<b>\$11,900.00</b>

**Summary**

	One Time Fees	Recurring Fees
Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$11,900.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
<b>Summary Total</b>	<b>\$11,900.00</b>	<b>\$0.00</b>
<b>Contract Total</b>	<b>\$11,900.00</b>	



Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval: Billie To Underwood Date: 8/6/2020  
 Print Name: Billie To Underwood P.O. #: \_\_\_\_\_

All primary values quoted in US Dollars



Quoted By: David Regnery  
 Date: 7/9/2020  
 Quote Expiration: 1/5/2021  
 Quote Name: Baldwin County-ERP-TT7 Clocks  
 Quote Number: 2020-112989  
 Quote Description:

**Sales Quotation For**

Baldwin County  
 322 Courthouse Sq  
 Bay Minette, AL 36507-4809  
 Phone +1 (251) 937-9561

**3rd Party Hardware, Software and Services**

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Touchscreen 7: Mag Stripe Reader	38	\$2,195.00	\$392.00	\$68,514.00	\$0.00	\$0.00	\$0.00
<i>3rd Party Hardware Sub-Total:</i>			<i>\$14,896.00</i>	<i>\$68,514.00</i>			<i>\$0.00</i>
<b>TOTAL:</b>				<b>\$68,514.00</b>			<b>\$0.00</b>

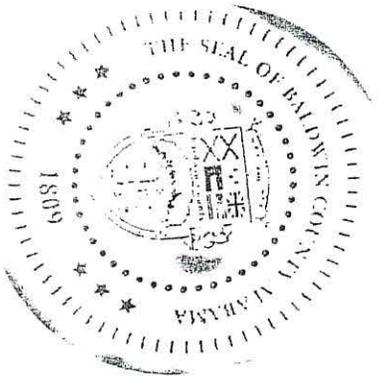
**Summary**

	One Time Fees	Recurring Fees
Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$0.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$68,514.00	\$0.00
<b>Summary Total</b>	<b>\$68,514.00</b>	<b>\$0.00</b>
<b>Contract Total</b>	<b>\$68,514.00</b>	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval: Billie J Underwood Date: 5/16/2020  
Print Name: Billie Jo Underwood P.O. #:

All primary values quoted in US Dollars



## Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and

**Comments**

remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's pricing is based on the scope of proposed products and services being obtained from Tyler. Should portions of the scope of products or services be removed by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.

# Baldwin County AL Amendment

Final Audit Report

2020-08-07

Created:	2020-08-07
By:	Tracey Stegemann (tracey.stegemann@tylertech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvuqRtZ8UbnoBDAuWuC40BcZT8OjWPqzj

## "Baldwin County AL Amendment" History

-  Document created by Tracey Stegemann (tracey.stegemann@tylertech.com)  
2020-08-07 - 6:15:30 PM GMT- IP address: 98.11.229.3
-  Document emailed to Robert Kennedy-Jensen (rob.kennedy-jensen@tylertech.com) for signature  
2020-08-07 - 6:16:38 PM GMT
-  Email viewed by Robert Kennedy-Jensen (rob.kennedy-jensen@tylertech.com)  
2020-08-07 - 6:23:44 PM GMT- IP address: 207.182.208.2
-  Document e-signed by Robert Kennedy-Jensen (rob.kennedy-jensen@tylertech.com)  
Signature Date: 2020-08-07 - 6:23:59 PM GMT - Time Source: server- IP address: 207.182.208.2
-  Signed document emailed to Robert Kennedy-Jensen (rob.kennedy-jensen@tylertech.com) and Tracey Stegemann (tracey.stegemann@tylertech.com)  
2020-08-07 - 6:23:59 PM GMT



Adobe Sign



AMENDMENT

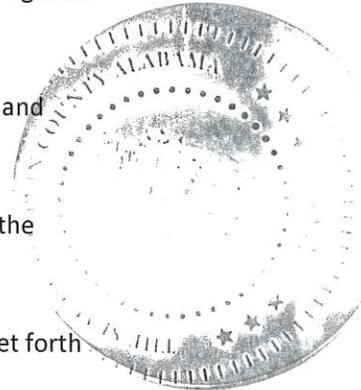
This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and Baldwin County, Alabama with offices at 322 Courthouse Square, Bay Minette, Alabama 36507 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated June 11, 2019 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The following unused conversions are hereby removed from the Agreement:
  - a. Inventory-Std Master, at a contract price of \$4,000.00.
2. The items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the Amendment Effective Date. Fees for services, along with applicable expenses, shall be invoiced as provided and/or incurred.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.



IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Baldwin County, AL

By: Robert Kennedy-Jensen

By: Joe Davis, III

Name: Robert Kennedy-Jensen

Name: Joe Davis, III

Title: Director of Contracts

Title: Chairman

Date: 2/8/21

Date: 02/02/2021





**Exhibit 1**  
**Investment Summary**

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

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Quoted By: David Regnery  
 Date: 1/6/2021  
 Quote Expiration: 7/5/2021  
 Quote Name: Baldwin County-ERP-Change Order 20 Hours  
 Quote Number: 2021-121316  
 Quote Description: Change Order 20 Hours

**Sales Quotation For**

Baldwin County  
 322 Courthouse Sq  
 Bay Minette, AL 36507-4809  
 Phone: +1 (251) 937-9561  
 Email: BPEACOCK@baldwincountyal.gov

**Other Services**

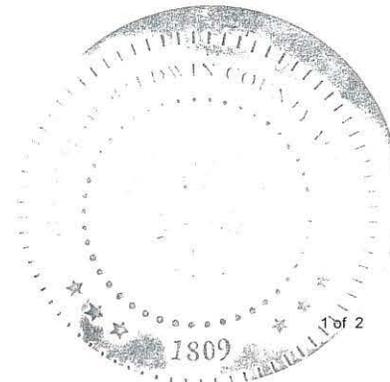
Description	Quantity	Unit Price	Extended Price	Maintenance
Implementation Hours	20	\$175	\$3,500	\$0
<b>TOTAL:</b>			<b>\$3,500</b>	<b>\$0</b>

**Summary**

	One Time Fees	Recurring Fees
Total Tyler Software	\$0.00	\$0.00
Total Tyler Annual		\$0.00
Total Tyler Services	\$3,500.00	\$0.00
Total Third Party Hardware, Software and Services	\$0.00	\$0.00
<b>Summary Total</b>	<b>\$3,500.00</b>	<b>\$0.00</b>
<b>Contract Total (Excluding Estimated Travel)</b>	<b>\$3,500.00</b>	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Client Approval: Joe Davis III Date: 1/6/2021  
 Print Name: Joe Davis, III P.O.#: \_\_\_\_\_



## Comments



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0980, **Version:** 1

**Item #:** HA3

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/15/2021

**Item Status:** Addendum

**From:** Commissioner Billie Jo Underwood, District 3 Commissioner

**Submitted by:** Keri Green, Commission Executive Assistant

---

### **ITEM TITLE**

Request for the Use of Baldwin County Central Annex Parking Lot - City of Robertsdale's First Centennial Kick-off Celebration

### **STAFF RECOMMENDATION**

Approve the request from the City of Robertsdale to use the parking lot at the Baldwin County Central Annex, located at 22251 Palmer Street in Robertsdale, on Sunday, July 4, 2021, from 10:00 a.m. to 4:00 p.m., to park trucks and trailers used to haul antique tractors for the City of Robertsdale's First Centennial Kick-off Celebration event held at the Robertsdale PZK Hall.

This approval is contingent upon the City of Robertsdale providing the County with a certificate of liability insurance that meets County requirements prior to the event taking place.

### **BACKGROUND INFORMATION**

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

**Background:**

**Request Letter from the City of Robertsdale is forthcoming.**

Commissioner Underwood received a request from Ms. Ruthie Campbell, City Council Representative for the City of Robertsdale's Centennial Celebration Committee, on June 10, 2021, requesting the use of the Central Annex parking lot on Sunday, July 4, 2021, from 10:00 a.m. to 4:00 p.m. to park trucks and trailers used to haul antique tractors for the City of Robertsdale's First Centennial Kick-off Celebration event held at the Robertsdale PZK Hall located at 17933 State Highway 104 in Robertsdale.

### **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:

Send correspondence via email to:

Ms. Ruthie Campbell, City Council Representative, at [ruthiecampbell77@gmail.com](mailto:ruthiecampbell77@gmail.com)

Cc: Wayne Dyess, County Administrator  
Keri Green, Commission Executive Assistant  
Zach Hood, EMA Director  
Jenni Guerry, Assistant EMA Director  
Sheriff Huey Hoss Mack  
Chief Deputy Anthony Lowery, BCSO  
Captain Tony Nolf

Send original correspondence to:

The Honorable Charles H. Murphy

Mayor

City of Robertsdale

Attention: Shannon J. Burkett, City Clerk

Post Office Box 429

Robertsdale, Alabama 36567

Keri Green:

Obtain copy of liability insurance and liability waiver for the files one (1) week prior to the event and send to Bay Minette Administration and Wanda Gautney, Purchasing Manager.

**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 #:** 21-0983, **Version:** 1

**Item #:** HA4

---

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 6/15/2021

**Item Status:** Addendum

**From:** Wayne Dyess, County Administrator

**Submitted by:** George Majors, Interim Animal Shelter Manager

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### ITEM TITLE

United States Department of Agriculture Wildlife Services - National Rabies Management Program

### STAFF RECOMMENDATION

Authorize the Chairman to approve the request from the United States Department of Agriculture Wildlife Services for the Baldwin County Animal Shelter to participate in the National Rabies Management Program by trapping wild animals in the Baldwin County area suspected of carrying rabies. Affected animals will be taken to a local veterinarian for euthanasia at a cost of \$15.00 per animal.

### BACKGROUND INFORMATION

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

**Background:** USDA Wildlife Services will provide the Animal Shelter with a freezer, bags, tags, and any other equipment that may be needed for the storage of animals until the animals are collected for testing.

### FINANCIAL IMPACT

**Total cost of recommendation:** \$15.00 per animal

**Budget line item(s) to be used:** 10955410.51500

**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?**

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 Staff and Animal Control Staff

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

Send correspondence to:

Mr. Justin Reynolds  
USDA Wildlife Biologist  
School of Forestry & Wildlife Sciences  
602 Duncan Drive  
Auburn University, Alabama 36849

cc: Wayne Dyess, George Majors, Ron Cink, Cian Harrsion

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